AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 5, 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-49382** Proclamation declaring May 2015 as "Elder Abuse Prevention Month"

B. **AI-49557** Approval of Proclamation declaring May 2015 as Children's Mental Health Awareness Month

C. **AI-49556** Approval of Resolution in Support of Preserving Ocelots in the Rio Grande Valley

D. **AI-49555** Approval of Interlocal Agreement between La Joya Independent School District and the County of Hidalgo, Texas for the broadcast of Commissioners Court meetings.

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

A. 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

B. **AI-49497** 1. Approval to accept settlement offer from Apollo Managing General Agency in the amount of $3,408.56 to settle total loss auto accident claim with County vehicle (Sheriff'S Office).
2. Approval to authorize Valde Guerra, Executive Officer, to sign Power of Attorney to Transfer Motor Vehicle form and any documents for title purposes to settle total loss auto claim with Apollo Managing General Agency. (Sheriff's Office)

8. **HIDTA - Task Force:**

A. **AI-49426** HIDTA Task Force (1291):
1. Requesting authorization and approval to accept Award Number G14SS0002A, Supplement Number 1, between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy, increasing the award amount by $61,580.00. Grant period is from 01/01/2014 to 12/31/2015.
2. Approval of certification of revenues as certified by the Hidalgo County Auditor.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force.
4. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.

9. **Sheriff's Office:**

A. **AI-49548** Operation Stonegarden (1284):
1. Authorization to de-obligate remaining amounts in fourteen (14) of the participating agencies and transferring of amounts to the 2013 Operation Stonegarden Sheriff's Office grant budget.

a. PCT. 1--$4,249.42
b. PCT. 2--$250.68
c. PCT. 3--$2,370.23
d. PCT. 4--$269.83
e. Alamo--$697.60
f. Edinburg--$128.45
g. Hidalgo--$11,650.94

h. La Joya--$13,576.12
i. Mercedes--$5,241.20
j. Mission--$130.51
k. Penitas--$21,091.17
l. Pharr--$4,953.89
m. San Juan--$2,292.84
n. Weslaco--$4,674.79

10. Health & Human Services Department - Eddie Olivarez

A. Health Care Funding District:

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

B. Indigent Health Care Program:

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

11. Urban County - Diana Serna:

A. AI-49519 The Urban County Program is requesting the award of a bid and approval of contracts with A-One Insulation and 3 General Construction Inc. for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes for total contract amount of $59,700.00 to A-One Insulation.
2. (2) Units in the City of Mercedes and (2) units in the Countywide are for total contract amount of $214,960.00 to G & G Contractors.

B. AI-49507 Requesting authorization to approve and execute the Easement Agreement for Reciprocal Access submitted to the Hidalgo County Urban County Program (UCP) by the Cesar Chavez Foundation (CCF).

C. AI-49517 The Urban County Program on behalf of the City of La Joya, is requesting consideration and action to award and enter into a construction contract with RG ENTERPRISES dba G & G Contractors for a Parks, Recreational Improvements project in the amount of $349,065.68, utilizing funds from the UCP Year 19, 24, 25, 26 & 27 (2006, 2011, 2012, 2013 & 2014) Parks, Recreational Facility Improvements line item and City of La Joya General Funds.

D. **AI-49531** Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with RDH Site and Concrete, LLC for a Street Improvements Project (Old La Blanca Road (Mile 10 N. Rd.)) for a total contract amount of $310,842.45. Will be utilizing UCP – Precinct No. 1 Street Improvement funds FY's 24, 25, & 27 (2011, 2012 & 2014).

E. **AI-49542** Approval of land acquisition of Tracts #2A, 2B, 3A, 3B, 4A, 4B and 4C for the Penitas Drain Project (GLO 12-406-000-6453/DRS 210068).

12. **Planning Department - T.J. Arredondo:**

A. **AI-49558** Discussion regarding possible potable water issues in Hidalgo County.

B. **AI-49424** 1. Preliminary Approval
a. Cordoba Heights Subdivision – Pct. 1 (Kyndel W. Bennett)
b. California Apartments Subdivision – Pct. 3 (Francisco J. Alanis)
c. EVG Farms Subdivision – Pct. 4 (Edgar E. Gonzalez)
d. Caledonia Estates Subdivision, Ph. II – Pct. 4 (Ricardo R. Salinas Jr.)

2. Final Approval
a. Perez Acres Subdivision – Pct. 1 (Juan A. Perez)
b. Tamez and Garcia's Subdivision – Pct. 1 (Victor Tamez)

3. Final Approval with Financial Guarantee
a. Vegas Tower Ranches Subdivision – Pct. 4 (Richard A. Garza)
b. RSBR FM 1015 Subdivision – Pct. 1 (Ismael Castillo)
c. David Garza Subdivision – Pct. 3 (David Garza)

4. Reimbursement of Financial Guarantee
a. Las Estrellas Ph. 1 Subdivision – Pct. 3
b. Las Estrellas Ph. 2 Subdivision – Pct. 3
c. Las Estrellas Ph. 3 Subdivision – Pct. 3
d. Las Estrellas Ph. 4 Subdivision – Pct. 3
e. Ranchitos Escondidos Subdivision Ph. 1 – Pct. 4
f. Weslaco Manor Subdivision – Pct. 1
g. Vista Ridge Acres Ph.3 Subdivision – Pct. 1

5. Release of Letter of Credit/Replace with Cash Deposit
a. Venetian Ranches Subdivision – Pct. 4
b. Los Venados Ph. 2 Subdivision – Pct. 4

13. **Precinct #4 - Comm. Palacios:**

A. **AI-49547** 1. Approval of Interlocal Cooperation Agreement between Hidalgo County and The City of McAllen, Texas
2. In accordance with Texas Govt. Code 791.014, approval of proposed project with the City of McAllen, Texas and the County, through Pct. 4 to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision

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

A. **AI-49537** Presentation of final agreement between Hidalgo County and VIDA in the amount of $187,000.00.

B. **AI-49543** 1. Approval of waiver to Travel Policy, Guidelines, & Procedures Section 16.d and approval to reimburse employee no. 121762 for lodging expenses in the amount $145.91 and $252.99 due to unavailability of rooms within the County reimbursement rate while attending legislative hearings in Austin.

2. Discussion, consideration, & approval of revisions to the Travel Policy, Guidelines, & Procedures.

15. **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-49485** Presentation of responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein] meeting all specifications and/or requirements for the purpose of award and approval of contract for: Request for Bid titled: Hidalgo County-"Lease/Rental of Vehicles" through project No.: 2015-032-04-08-SMA.

B. County Judge's Office:

1. **AI-49552** A. Requesting authority to advertise and approval of procurement packet (i.e., specifications/requirements, legal notice etc.) as attached hereto for Hidalgo County: "Exclusive Shoeshine Stand Concession Services at Hidalgo County Courthouse". including the re-advertising of project in the event ono proposals are received and/or rejection of responses received and project is still required;

   B. Action by Commissioners Court to prohibit the operation of any other shoe shine stand operations/concessions on Hidalgo County Courthouse premises and/or other County-owned properties other than those authorized/awarded by same.

C. Pct. 1

1. **AI-49113** Requesting approval of "Supplemental Agreement #1 to Work Authorization No. 3" as submitted by Millennium Engineering-Contract #C-13-243-08-27 [increase in the amount of $5,093.50 to previous amount of $23,461.50] for a new total of $28,555.00 for additional services as detailed in the supplemental document for the "Sioux Road (West of Tower Road to Alamo City Limits)" in Precinct One through original assigned requisition #262245-PO#713933.

2. **AI-49494** Acceptance and approval of "Supplemental Agreement No. 1 to Work Authorization No. 1"-Contract #C-13-103-06-04 with LeFEVRE Engineering [increase of $13,450.00 to approved amount of $50,215.00] for additional services as detailed in the attached supplemental document for: "Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 LF) of street improvements" project thus bringing the new total to $63,665.00 thru Requisition #254248 w/PO#710375.

D. Pct. 2

1. **AI-49492** Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC. in connection with Work Authorization No. 2 for the Pct 2 Regional Hike & Bike Trail Project.

2. AI-49516 Ratification of fully executed Change Order No. 4 for an increase of $90.00 in connection with the Hidalgo County Pct 2 Equipment & Maintenance Facility from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects.

E. Pct. 3

1. AI-49524 Requesting approval to exercise its option to terminate (under Paragraph 14) as stated in the current contract with Republic Services, Inc. for "Garbage Collection at Los Ebanos Pavilion," by providing/forwarding a Thirty (30) Day written notice of termination as requested by Precinct No. 3.

2. AI-49546 A. Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's final review) with L&G Engineering, for "Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd)" for Pct 3, and as (approved for negotiations on CC 3/3/15);

B. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $226,373.22) as submitted by project engineer, L&G Engineering for engineering services for "Engineering Services for Inspection, Material Testing, and construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd)" within Hidalgo County Pct. No. 3.

F. Pct. 4

1. AI-49533 A. Acceptance and approval of Change Order No. 6 for additional 38 days due to adverse weather for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

B. Acceptance and approval of request for payment of invoice 15-4-000012 submitted by L&G Engineering Laboratory for the Linn San Manuel Facility (PO# 713423).

G. Health & Human Services Dept.

1. **AI-49527** Acceptance and approval to award job order contractor, Herrcon LLC (awarded JOC through Buyboard contract #464-14) in the amount of $63,930.27 for the purchase, installation of CCD X-RAY IMAGE Detector to include but not limited to any modifications/appurtenances as may be necessary for a turnkey project. (Project #15-069-OGG)

H. Facilities Management:

1. **AI-49544** Request authorization to enter into a 60-month lease agreement for (1) Connect+1000 & (1) Connect+2000 Digital Mailing Systems with Pitney Bowes, Inc., an awarded vendor through BuyBoard Contract# 407-12 in the amount of $1,517.00 / month. The Lease will commence with the first billing cycle following CC approval.

   The lease includes all hardware, software, installation, Hardware & Software Maintenance, Soft-Guard Subscription, and IntelliLink Subscription/Meter Rental.

2. **AI-49523** Acceptance and approval to award the proposal received from Herrcon, LLC, awarded Job Order Contractor through County's participation with BuyBoard JOC Contract #464-14 for the Turnkey replacement of Door at the Extension Services Building in the amount of $3,315.32. (Proj#2015-158-MSS)

I. Juvenile Probation

1. **AI-49510** A. Requesting authorization to rescind action taken on 12/16/14 under AI-47824, inasmuch as that the application of materials to proposed project has changed from candy cane/chain link mesh to basic 6 strand barb wire, which will result in a considerable savings while not impacting the intent of the project;

   B. Acceptance and approval to award job order contractor, Herrcon (awarded JOC through Buyboard Contract #464-14) in the amount of **$30,429.08** for repairs and replacement to existing security fencing inside Juvenile Detention Center located at 1711 N. Bridge St in Weslaco, Tx -Project #2014-423-OGG.

J. Constables:

1. AI-49545 Requesting approval and authorization for purchase/installation of lighting equipment & accessories from Fleet Safety Equipment Inc., through County's membership/participation with Buyboard Contract #432-13 in the amount of **$259,043.20** for the following Constables to include but not limited to availability and market price fluctuation.

DEPARTMENT	REQ #	AMOUNT
CONSTABLE PCT #1	275556	$ 47,077.74
CONSTABLE PCT #1	275162	$ 43,834.75
CONSTABLE PCT #2	276013	$ 64,401.41
CONSTABLE PCT #2	275994	$ 7,014.70
CONSTABLE PCT #3	275831	$ 5,105.72
CONSTABLE PCT #3	275772	$ 20,704.00
CONSTABLE PCT #4	276099	$ 19,887.56
CONSTABLE PCT #4	276019	$ 43,177.44
CONSTABLE PCT #4	276002	$ 7,839.88
COMBINED TOTAL		**$259,043.20**

16. 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-49559 C-1883-15-J; Porfirio Castillo v. Hidalgo County, et al

D. AI-49495 Claim of Manuel Alfaro

E. AI-49499 Claim of Mauricio Gonzalez

F. AI-49514 Claim of Noel Arenas

G. AI-49538 Claim of Rolando Garcia

H. AI-49540 Claim of Yesenia Garza

17. A. 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."

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

18. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-49560** C-1883-15-J; Porfirio Castillo v. Hidalgo County, et al

D. **AI-49496** Claim of Manuel Alfaro

E. **AI-49500** Claim of Mauricio Gonzalez

F. **AI-49515** Claim of Noel Arenas

G. **AI-49539** Claim of Rolando Garcia

H. **AI-49541** Claim of Yesenia Garza

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

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

21. **Adjourn**

AI-49382 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring May 2015 as "Elder Abuse Prevention Month"

BACKGROUND

Gustavo Salinas
Community Initiatives Specialist, Region 11
Adult Protective Services
2520 S. Veterans Blvd.
Edinburg, TX 78539
956.316. 8348 phone
210.304.7770 FAX
gustavo.salinas@dfps.state.tx.us

Fiscal Impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2015 09:33 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Monica Badillo Started On: 04/21/2015 09:26 AM

Final Approval Date: 05/01/2015

PROCLAMATION DECLARING MAY 2015 AS ELDER ABUSE PREVENTION MONTH IN HIDALGO COUNTY

WHEREAS, the elderly deserve our respect and gratitude for their work, experience and contribution to the great County of Hidalgo. Our senior citizens help to preserve customs, convictions and traditions of many people from diverse backgrounds; and

WHEREAS, abuse of the elderly in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country. The National Council on Aging estimates that 1 in 10 Americans over the age of 60 have experienced some form of elder abuse with only 1 in 14 cases of abuse reported to authorities; and

WHEREAS, in 2014, there were 81,681 completed cases of elderly and disabled persons abuse in Texas, of which 54,731 were confirmed; and

WHEREAS, emotional abuse, forced isolation, financial exploitation and physical injury are among the types of maltreatment that the elderly face. Abusive or neglectful caregivers may show anger or indifference toward their elders, prevent them from speaking to or seeing visitors, or take advantage of their financial resources; and

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, all Hidalgo County residents have an obligation to report suspicions of elder abuse or neglect through services like the Texas Abuse Hotline or through the Adult Protective Services program of the Texas Department of Family and Protective Services.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby proclaims May 2015 as Elder Abuse Prevention Month in the County of Hidalgo and encourages all residents to report suspected elder abuse and neglect.

Dated this 5th day of May, 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49557 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation declaring May 2015 as Children's Mental Health Awareness Month

BACKGROUND

Fiscal Impact

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 10:51 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Sandra Deleon		Started On: 05/01/2015 10:48 AM
Final Approval Date: 05/01/2015		

PROCLAMATION DECLARING MAY 2015 AS NATIONAL CHILDREN'S MENTAL HEALTH AWARENESS MONTH

WHEREAS, addressing the complex mental health needs of children, youth and families today is fundamental to the future of the Rio Grande Valley; and

WHEREAS, the need for comprehensive, coordinated mental health services for children, youth and families places upon our community a critical responsibility; and

WHEREAS, it is appropriate that a month should be set apart each year for the direction of our thoughts toward our children's mental health and wellbeing; and

WHEREAS, Tropical Texas Behavioral Health, through its unique approach to serving children and adolescents, is effectively caring for the mental health needs of children, youth, and families in our community;

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby proclaims May 2015 as Children's Mental Health Awareness Month and urges our citizens, agencies and organizations interested in meeting every child's mental health needs to unite in the observance of such exercises as will acquaint the people of Hidalgo County with the fundamental necessity of a year-round program for children and youth with mental health needs and their families.

Dated this 5th day of May, 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49556 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Resolution in Support of Preserving Ocelots in the Rio Grande Valley

BACKGROUND

Fiscal Impact

Attachments

RESOLUTION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 10:51 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Sandra Deleon Started On: 05/01/2015 10:46 AM

Final Approval Date: 05/01/2015

RESOLUTION IN SUPPORT OF PRESERVING OCELOTS IN THE RIO GRANDE VALLEY

WHEREAS, the last remaining ocelots in the United States are found only in Texas. There are an estimated 50 of these native, wild cats living in the United States and all are located in deep in South Texas; and

WHEREAS, prior to the 1960s, ocelots ranged over southern Texas from the dense chaparral of the Rio Grande Valley east to the Big Thicket and well into Central Texas, Arkansas and Louisiana; and

WHEREAS, the success of protecting these endangered cats depends upon the participation and cooperation of all counties, conservation groups, government agencies and concerned citizens; and

WHEREAS, the ocelot is primarily nocturnal, these powerfully built cats are solitary and territorial. Fully grown, they stand about a foot high and measure about 3 feet long from nose to tail. They have a long ringed or barred tail and their rounded ears are black with a single, large white spot; and

WHEREAS, the single greatest threat to ocelots is loss of habitat. Ocelots' natural habitat is thorn scrub – the thick brush that can be seen scattered across the Valley. In the Rio Grande Valley, as much as 98 percent of ocelot habitat has been removed for agriculture and development, making the lack of native vegetation difficult for ocelots to establish new territories and find the shelter they need to rest, feed and raise their young; and

WHEREAS, the loss of habitation forces them to cross major highways searching for new homes. According to the Wildlife Service, 40 percent of ocelot deaths can be attributed to being hit and killed by cars; and

WHEREAS, the Conservation Fund and U.S. Fish and Wildlife Service announced on November 4, 2014 that the endangered ocelot gained ground thanks to a South Texas ranching family. More than 7,400 acres of ranch land near the Laguna Atascosa National Wildlife Refuge in Willacy County was protected through a conservation easement granted by the Frank Yuturria family, which provides vital habitat for two endangered species, the ocelot and the aplomado falcon; and

WHEREAS, habitat restoration needs to be a top priority in preserving the remaining ocelots that inhabit the Rio Grande Valley. It is imperative we create a wildlife corridor and restore habitat for these federal endangered species; and

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court supports the protection of ocelots and preservation of its natural habitats.

Dated this 5th, day of May 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49555 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Interlocal Agreement between La Joya Independent School District and the County of Hidalgo, Texas for the broadcast of Commissioners Court meetings.

BACKGROUND

Fiscal Impact

Attachments

interlocal
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 10:52 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Sandra Deleon		Started On: 05/01/2015 10:44 AM
Final Approval Date: 05/01/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN LA JOYA INDEPENDENT SCHOOL DISTRICT, TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS AGREEMENT is made on this the ____ day of _____, 2015, by and between the **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, District is an independent school district located in Hidalgo County, Texas;

WHEREAS, County is a county of the State of Texas;

WHEREAS, County desires to broadcast recordings of the Hidalgo County Commissioners Court Meetings on the television in an effort to allow the public more opportunities to view said meetings;

WHEREAS, District has the capabilities and desire to assist County in providing more viewing opportunities to the public;

NOW THEREFORE, for and in consideration of the tasks performed by District and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, District and County hereby agree to the following:

1. District agrees to broadcast recorded regular and special Hidalgo County Commissioners Court Meetings (collectively referred to hereafter as "Recordings") at no cost to the County.

2. County shall provide the Recordings to District in a mutually agreeable media format.

3. Recordings shall be broadcasted in their entirety on Fridays at 10:00 a.m., and District shall not pre-empt any scheduled broadcast of the Recordings. In the event a Recording exceeds the maximum time allotted (if any), District will announce at the conclusion of the time period where a viewer may view the remainder of the Recording.

4. Notwithstanding paragraph 3, in the event of an emergency, natural disaster, or other urgent situation, District, in its sole discretion, may reschedule the regular Friday broadcast. In the event a broadcast is rescheduled, District shall announce on-air at approximately the time the broadcast would take place informing viewers of a rescheduled time, if available, or other medium on which viewers may watch Recording.

5. All arrangements for on-air broadcast of the Recordings are subject to the regulations of the Federal Communications Commission (FCC), other laws governing broadcasting, and standard broadcasting practice.

6. District and County hereby agree that the term of this Agreement shall be for one (1) year and may be extended at the sole discretion of County for an additional one (1) year term, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first. Additionally, County reserves the right to extend the Agreement for an additional ninety (90) day grace period at the expiration of any term. Either party may terminate this Agreement by providing thirty (30) days written notice. In the event that District terminates this Agreement, District shall continue to provide the services herein until either an Agreement is entered into with a new provider and/or at the expiration of ninety (90) days, whichever earlier.

7. As a condition of this Agreement, District shall hold and maintain throughout the term of this Agreement all licenses and permits required, or which may be required by any authority during the term hereof related to the broadcasting of the Recordings. County acknowledges that licenses are issued at the discretion of the Federal Communication Commission and other authorities, and District shall not be responsible for changes in regulations affecting its licenses.

8. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or District under Texas law and without waiving any available defenses under Texas law.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

10. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: Ramon Garcia, County Judge 300 W. University St. Edinburg, TX 78539
If to District:	La Joya Independent School District Attn: Dr. Alda T. Benavides, Superintendent 200 West Expressway 83 La Joya, TX 78560

12. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. No waiver by an party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.

16. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARITES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LA JOYA INDEPENDENT
SCHOOL DISTRICT

_____
Dr. Alda Benavides, Superintendent

Approved by Commissioners Court on: _____

Approved as to form:

Office of Criminal District Attorney
Ricardo Rodriguez

By: _____
Name: Victor M. Garza
Assistant District Attorney

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

Fwd: AI-49555-Approved as to Form by DA

From : Julia Sullivan <julia.sullivan@co.hidalgo.tx.us> Mon, May 04, 2015 09:09 AM

Subject : Fwd: AI-49555-Approved as to Form by DA

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

Cc : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>, Erika Reyna <erika.reyna@co.hidalgo.tx.us>

External images are not displayed. Display images below

Please see Victor's message below. Thanks

Julia Benitez Sullivan
Public Affairs Director
(956) 292-7026

The County of Hidalgo, Texas
Public Affairs Division
302 W. University Dr.
Edinburg, TX 78539

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Julia Sullivan" <julia.sullivan@co.hidalgo.tx.us>
Cc: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Monday, May 4, 2015 9:05:45 AM
Subject: AI-49555

Ms. Sullivan,

Our office has reviewed the Interlocal Agreement between La Joya ISD and the County of Hidalgo, and at this time approve as to form.

Thank you for your time and consideration.

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827

(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

AI-49497 **Executive Office** **7. B.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

1. Approval to accept settlement offer from Apollo Managing General Agency in the amount of $3,408.56 to settle total loss auto accident claim with County vehicle (Sheriff'S Office).
2. Approval to authorize Valde Guerra, Executive Officer, to sign Power of Attorney to Transfer Motor Vehicle form and any documents for title purposes to settle total loss auto claim with Apollo Managing General Agency. (Sheriff's Office)

BACKGROUND

DOI: 02/18/15 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

Apollo Managing General Agency Settlement Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/29/2015 10:35 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/28/2015 10:00 AM
Final Approval Date: 05/01/2015		

APOLLO
MANAGING GENERAL AGENCY
Claims Department
P.O. Box 1629 Allen, Texas 75013
Ph 855-371-7310 Fax 972-521-3628

HIDALGO COUNTY
100 E CANO
EDINBURG, TX 78539

RE: Claim #: 2015-01694
Insured: MARIA VALLEJO
Date of Loss: 02/18/2015
Claimant: HIDALGO COUNTY

DEAR HIDALGO COUNTY,

We have inspected your vehicle and determined it to be a total loss. We have enclosed a copy of the CCC valuation report with the actual cash value of your vehicle. The total loss settlement breakdown is as follows:

Actual Cash Value $3177.00
Tax (6.250%) $198.56
Vehicle License Fee $33.00
Less Deductible - $0
Net Settlement Amount $3,408.56

In order to transfer ownership of the vehicle to us, you will need to sign the enclosed total loss paperwork as indicated and return them with your vehicle keys. If you have the title (pink slip) to your vehicle, please forward it to us with the total loss paperwork.

Sincerely,

Jamie Willis
BI Adjuster
972-827-3244

Enclosures: CCC Valuation – Please do not return to us
Power of Attorney

Power of Attorney to Transfer Motor Vehicle

Texas Department *of* Motor Vehicles

- No alterations allowed
- Complete all sections online or on printed form
- Print in blue or black ink, signature must be in blue or black ink

This is to certify that I, HIDALGO COUNTY
Type or Print Legal Name of Owner: First Middle Last (and suffix, if any)

of the County of HIDALGO

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:
Home State County Mutual Ins. Co.
Type or Print Legal Name: First Middle Last (suffix, if any)

of the County of Dallas and the State of Texas, my true and lawful attorney,

for me and in my name, place and stead to title, and to allow my attorney the authority to substitute, as it pertains to the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2005	FORD	4D VEH	TSE	DJ5P065

Vehicle Identification Number	Title / Document Number
1FAFP53U45A231119	29100038369135344

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who my attorney may substitute.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds 18,000 lbs., or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for title, initial registration, or a certified copy of title, the person(s) signing must include a photocopy of their photo identification, as required by state law.

I further certify that the current odometer reading is _____ miles and to the best of my
(No Tenths)
knowledge the odometer reading is the ***ACTUAL*** mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in ***EXCESS*** of its mechanical limits.

☒ 2. The odometer reading is ***NOT*** the actual mileage. *WARNING - ODOMETER DISCREPANCY*

_____
Type or Print Legal Name of Owner: First Middle Last (suffix, if any)

_____
Signature of Owner

_____ _____ _____ _____
Mailing Address City State Zip

_____
Date

State law makes falsifying information on this application a third-degree felony.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

42941

014629

HIDALGO COUNTY
100 E CANO ST
EDINBURG, TX 78539-4582

RECEIVED JAN 27 2005

DETACH HERE

TEXAS CERTIFICATE OF TITLE

Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION

42941 5222764.2

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FAFP53U45A231119	2005	FORD	4D

TITLE/DOCUMENT NUMBER: 29100038369135344 — DATE TITLE ISSUED: 01/19/2005

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
TSE		3300	885547

PREVIOUS OWNER: PHILPOTT MOTORS LTD NEDERLAND TX

ODOMETER READING: 15

OWNER:
HIDALGO COUNTY
100 E CANO
EDINBURG, TX 78539

REMARK(S):
ACTUAL MILEAGE
EXEMPT

X _____ SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE — 1ST LIENHOLDER

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN _____ 2ND LIENHOLDER _____

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN _____ 3RD LIENHOLDER _____

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

FORM 130-C REV. 6/2002 — DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

If you would like to protect yourself from liability for certain acts carried out by the purchaser of this vehicle prior to a new title being issued in the purchaser's name, submit completed Form VTR-346 and $5 fee to TxDOT.

FORM VTR-346 may be obtained from any of the following:

- your local County Tax Assessor-Collector's Office
- a Vehicle Titles and Registration Division Regional Office (located in the larger cities in the state)
- by accessing TxDOT's Web site (http://www.dot.state.tx.us)
- by calling TxDOT's Fax Reply number (1-888-232-7033)

WHEN VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND SIGNED APPLICATION FOR TITLE (FORM 130-U) INDICATING SALES PRICE TO THE PURCHASER WHO MUST FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID $10 PENALTY.

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Date of Sale

Signature of Seller/Agent | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

FIRST REASSIGNMENT - DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Dealer No.

Date of Sale

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

SECOND REASSIGNMENT - DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Dealer No.

Date of Sale

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

THIRD REASSIGNMENT - DEALER ONLY

The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address:

Name of Purchaser | Street | City | State | Zip

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

▶ ODOMETER READING (No Tenths)

☐ 1. The mileage stated is in excess of its mechanical limits.

☐ 2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

Dealer No.

Date of Sale

Dealer's Name

Agent's Signature | Printed Name (same as signature)

I am aware of the above odometer certification made by the seller/agent.

Signature of Buyer/Agent | Printed Name (same as signature)

LIEN

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE.

1ST LIEN IN FAVOR OF (NAME & ADDRESS)

AI-49426 **HIDTA - Task Force** **8. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Requesting authorization and approval to accept Award Number G14SS0002A, Supplement Number 1, between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy, increasing the award amount by $61,580.00. Grant period is from 01/01/2014 to 12/31/2015.
2. Approval of certification of revenues as certified by the Hidalgo County Auditor.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force.
4. Requesting authorization to pay overtime reimbursable under the grant terms and conditions.

BACKGROUND

On March 24, 2014, Hidalgo County Commissioners' Court approved the Award No. G14SS0002A between Hidalgo County and the Executive office of the President Office of National Drug Control policy

AI-43677 CC 3/25/14 Previous Award Amount $685,705.00
AI-49426 CC 4/28/15 Supplement No. 1 $ 61,580.00
Adjusted Award $747,285.00

The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.

Consistent with P.L. 113-235 / H.R. 83, Consolidated and Further Continuing Appropriations Act, 2015, This Grant Award document provides additional funding in the amount indicated in Block 10. previously made available, as indicated in Block 9, represent the total FY 2015 budget and spending ceiling for this grant, as indicated in Block 11.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1291-412-00-270-003-4-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 14
Grant Period: 01/01/14 - 12/31/15
No Cash Match - 100% Federal Grant Funds

Appropriation in the amount of $61,580.00

Revenue Account Number: 5-1291-331-10-270-003-4-000 HIDTA TASK FORCE FY14 REVENUES

Attachments

Approved Equipment
Award Supplement No. 1
Appropriation
Overtime

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:12 AM
Obdett Calzada	Obdett Calzada	04/30/2015 10:44 AM
Manuel Chapa	Manuel Chapa	04/30/2015 02:37 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Nelda Olivarez		Started On: 04/22/2015 03:36 PM
Final Approval Date: 05/01/2015		

DATE April 22, 2015
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1291-412-00-270-003-4-xxx (2014 Grant#G14SS0002A)**

Equipment approved with discretionary funds is as follows:

		Amount	Object Code
1	Security & Camera System	$8,395.00	751
2	Telephone System	$7,533.00	751
3	DellPowere Edge R430 Server	$5,152.00	751
4	Seagate NAS Server	$500.00	660

Executive Office of the President **Office of National Drug Control Policy**	AWARD Grant	Page 1 of 1

1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G14SS0002A 5. Grant Period: From 01/01/2014 to 12/31/2015	
1A. Subrecipient IRS/Vendor No. Subrecipient Name and Address	6. Date: 4/6/2015 8. Supplement Number 1	7. Action Initial [X] Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	$685,705.00
3. Project Title	10. Amount of This Award:	$61,580.00
	11. Total Award:	$747,285.00

12.
- The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.
- Consistent with P.L. 113-235 / H.R. 83, Consolidated and Further Continuing Appropriations Act, 2015, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 19.7% of the fiscal year 2014 funding level previously made available, as indicated in Block 9, represent the total FY 2015 budget and spending ceiling for this grant, as indicated in Block 11.

13. Statutory Authority for Grant: Public Law 113-76

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Mr.
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY

18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND1070DB1415XX OND6113 OND2000000000 OC 410001 JID: 44482

Initiative Cash by HIDTA

FY 2014

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	747,285.00	Investigation	G14SS0002A
	Agency Total : Hidalgo County Auditor's Office		**747,285.00**		
Total			**747,285.00**		

4/6/2015 1:19:31 PM

Budget Detail

2014 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G14SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Current Budget (net of reprogrammed funds)		***$61,580.00***
Fringe	**Quantity**	**Amount**
Fringe		$9,231.00
Total Fringe		**$9,231.00**
Overtime	**Quantity**	**Amount**
Overtime		$30,769.00
Total Overtime		**$30,769.00**
Equipment	**Quantity**	**Amount**
Equipment		$21,580.00
Total Equipment		**$21,580.00**
Total Budget		**$61,580.00**

April 6, 2015

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

Grant number G14SS0002A has been increased and now totals $747,285.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

DATE: April 22, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-4-xxx (**2014 HIDTA Grant**)

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-412-00-270-003-4-	131	Overtime Pay	$	30,769.00
5-1291-412-00-270-003-4-	220	FICA		3,209.87
5-1291-412-00-270-003-4-	230	Retirement		4,460.25
5-1291-412-00-270-003-4-	250	Unemployment Compensation		251.75
5-1291-412-00-270-003-4-	260	Workers' Compensation		1,309.12
5-1291-412-00-270-003-4-	660	Furnishings and Equipment		500.00
5-1291-412-00-270-003-4-	751	Machinery and Equipment		21,080.00
		TOTAL APPROPRIATIONS	**$**	**61,580.00**
5-1291-331-10-270-003-4-	000	**TOTAL ESTIMATED REVENUES**	**$**	**61,580.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

**Fringe Benefits are budgeted $2,461.82 over the required amount. Amount will be reclassified at a later date (with ONDCP approval)

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE April 22, 2015
DEPARTMENT HIDTA TASK FORCE
ACCOUNT **1291-412-00-270-003-4-xxx (2014 Grant#G14SS0002A)**

SLOT NUMBER	NAME	POSITION	2015 BUDGETED OVERTIME	FRINGES BENEFIT COMPENSATION RATES FICA 7.65%	Retirement 10.63%	Unemployment 0.60%	Worker's Comp 3.12%	Total F/B
G003	Michael A. Perez	Criminal Investigator I	4,395.00	336.22	467.19	26.37	137.12	
G004	Rodrigio Sampayo	Criminal Investigator II	4,395.00	336.22	467.19	26.37	137.12	
G006	Genovevo Maratinez	Criminal Investigator II	4,395.00	336.22	467.19	26.37	137.12	
G008	Charles E. Trevino	Assistant Commander	4,399.00	336.52	467.61	26.39	137.25	
G013	Rodolfo Rodriguez	Criminal Investigator II	4,395.00	336.22	467.19	26.37	137.12	
G014	Juan Sifuentes	Criminal Investigator III	4,395.00	336.22	467.19	26.37	137.12	
G020	Hugo Rangel	Deputy Constable Step II	4,395.00	336.22	467.19	26.37	137.12	
		TOTAL	**$ 30,769.00**	**$ 2,353.83**	**$ 3,270.74**	**$ 184.61**	**$ 959.99**	$ 6,769.18
		Grant Approved F/B		3,209.87	4,460.25	251.75	1,309.12	9,231.00
								(2,461.82)

Total Actual F/B Required	6,769.18	
Grant-Approved F/B	9,231.00	136.37%
DIFFERENCE / over	(2,461.82)	

AI-49548 **Sheriff's Office** **9. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
1. Authorization to de-obligate remaining amounts in fourteen (14) of the participating agencies and transferring of amounts to the 2013 Operation Stonegarden Sheriff's Office grant budget.

a. PCT. 1--$4,249.42
b. PCT. 2--$250.68
c. PCT. 3--$2,370.23
d. PCT. 4--$269.83
e. Alamo--$697.60
f. Edinburg--$128.45
g. Hidalgo--$11,650.94
h. La Joya--$13,576.12
i. Mercedes--$5,241.20
j. Mission--$130.51
k. Penitas--$21,091.17
l. Pharr--$4,953.89
m. San Juan--$2,292.84
n. Weslaco--$4,674.79

BACKGROUND

Grant number: 2013-SR-48215-01 (Federal)
13-GA 48215-02 (SAA--State Administrative Agency)

Grant was awarded to the Hidalgo County Sheriff's Office and sixteen agencies, (12) city police
departments and 4 Constable Precincts: PCT. 1, PCT. 2, PCT. 3, PCT. 4, Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission,Penitas, Pharr, San Juan, and Weslaco.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

Funds are available as of 4/30/15.

Attachments

BA

BA

BA revised

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/01/2015 04:18 PM
Budget & Management	Veronica Ortiz	05/01/2015 04:31 PM
Purchasing Department	Monica Badillo	05/01/2015 04:35 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/01/2015 08:45 AM

Final Approval Date: 05/01/2015

4400 South Expressway 281
Edinburg, Texas 78542

MCA 130/1.3a

U.S. Customs and Border Protection

May 1, 2015

MEMORANDUM FOR: Kevin W. Oaks
Chief Patrol Agent
Rio Grande Valley Sector

THROUGH: Melissa A. Lucio
Acting Assistant Chief Patrol Agent

FROM: Andres Caballero
Operations Officer

SUBJECT: OPSG OO Texas Hidalgo FY13 14-RGVRGV-10-012

Please see the attached memorandum dated April 30, 2015 from the Hidalgo County Sheriff's Office (HCSO) regarding an amendment to a previous funding transfer request. The county was recently made aware of funding that had been listed as uncommitted, but was in fact allocated. The difference between the two requests is a total of -$338.5. The County is still requesting to move uncommitted funding from Friendly Force's overtime/fringe and Mileage to the same line items under HCSO. The changes are as follows:

Unspent FY 13 grant:

Overtime	Previous Request:	$56,964.26	Current Request:	$56,049.00
Fringe	Previous Request:	$ 7,413.56	Current Request:	$ 7,989.35
Mileage	Previous Request:	$ 7538.35	Current Request:	$ 7538.35

The change falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

Approve/Date: _____ Disapprove/Date: _____

Needs Discussion/Date: _____ Modify/Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

April 30, 2015

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Operations Officer, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end July 31, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Sheriff's Office was awarded $1,600,000.00; however, since the grant deadline is quickly approaching, the Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in funding in order to exhaust these uncommitted funds from the participating agencies.

Total to be re-allocated will be as follows:

From Overtime/Fringe -	$64,039.32	to	HCSO Overtime/Fringe -	$64,039.32
From Mileage -	$7,538.35	to	HCSO Mileage -	$ 7.538.35

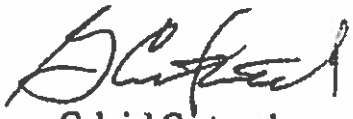
TOTAL: $71,577.67

Please see attached breakdown listing the participating agencies and respective amounts to be moved to the Hidalgo County Sheriff's Office.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,



Gabriel Castaneda
Division Chief

2013 STONEGARDEN UNCOMMITTED FUNDS

AS OF 4/30/15 **EXHIBIT 1**

Hidalgo County

AGENCY	OVERTIME	FRINGE	FUEL/MILEAGE	GRAND TOTAL
ALAMO	0	92.46	605.14	697.60
EDINBURG	0	128.45	0	128.45
HIDALGO	9,688.61	1,174.65	787.68	11,650.94
LA JOYA	11,767.03	1,809.09	0	13,576.12
MERCEDES	3,868.59	1,372.61	0	5,241.20
MISSION	0	130.51	0	130.51
PENITAS	19,592.34	1,498.83	0	21,091.17
PHARR	4,953.89	0	0	4,953.89
SAN JUAN	1,892.72	400.12	0	2,292.84
WESLACO	3,891.45	783.34	0	4,674.79
CONST. PRT. 1	0	32.37	4,217.05	4,249.42
CONST. PRT. 2	0	250.68	0	250.68
CONST. PRT. 3	335.86	105.89	1,928.48	2,370.23
CONST. PRT. 4	59.48	210.35	0	269.83
TOTAL	**56,049.97**	**7,989.35**	**7,538.35**	**71,577.67**

Rosie

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Sunday, May 03, 2015 8:08 AM
To: CABALLERO, ANDRES
Cc: Maria Gonzalez; Deborah Fischer; Hector Sandoval
Subject: RE: OPSG OO Texas Hidalgo FY13 14-RGVRGV- 10-012

All,

I have made the revisions to my spreadsheet and SPARS, to reflect the new 2013 OPSG funding distribution.

Thank You,
Arturo O. Mendez
Grant Operations -Homeland Security Grant Program - State Administrative Agency

Texas Department of Public Safety
Physical: 1033 LaPosada, Suite 160 – Austin, TX 78752 – Mailing: PO Box 4087 – Austin, TX 78773-0113
(512) 377-0022 – FAX (512) 206-3137
http://www.dps.texas.gov/director_staff/saa

From: CABALLERO, ANDRES [mailto:ANDRES.CABALLERO@CBP.DHS.GOV]
Sent: Thursday, April 30, 2015 3:26 PM
To: Mendez, Arturo; OBP STONEGARDEN TEAM
Subject: OPSG OO Texas Hidalgo FY13 14-RGVRGV- 10-012

SAA Arturo Mendez,

Attached and forwarded for your for your records is an approval to move funds within the fiscal year 2013 Operation Stonegarden grant. The Hidalgo County Sheriff s Office is requesting to sweep the below unused funds from their Friendly Forces, and reallocate them(utilizing the same line items), to the Sheriff s Office.

This is not a FRAGO. The line Items were not changed.

Unspent FY 13- Grant
Overtime 56, 964.26
Fringe 7, 413. 56
Mileage 7538. 35

Andres Caballero
RGV Sector
956-289-4930

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--PCT. 1
ACCOUNT NUMBER: 5-1284-421-00-291-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-291-047-6-220	Stonegarden PCT. 1--FICA	(19.07)
5-1284-421-00-291-047-6-230	Stonegarden PCT. 1--Retirement	(13.30)
5-1284-421-00-291-047-6-581	Stonegarden PCT. 1--In-County Travel	(4,217.05)
5-1284-331-12-291-047-6-000	Stonegarden PCT. 1--Revenues	(4,249.42)
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	19.07
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	13.30
5-1284-421-00-280-047-6-581	Operation Stonegarden--In-County Travel	4,217.05
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	4,249.42
	TOTAL APPROPRIATIONS	0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden PCT. 1 grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--PCT. 2
ACCOUNT NUMBER: 5-1284-421-00-292-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-292-047-6-220	Stonegarden PCT. 2--FICA	(121.24)
5-1284-421-00-292-047-6-230	Stonegarden PCT. 2--Retirement	(129.44)
5-1284-331-12-292-047-6-000	Stonegarden PCT. 2--Revenues	(250.68)
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	121.24
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	129.44
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	250.68

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2013 Operation Stonegarden PCT. 2 grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.
Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--PCT. 3
ACCOUNT NUMBER: 5-1284-421-00-293-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-293-047-6-131	Stonegarden PCT. 3--Overtime	(335.86)
5-1284-421-00-293-047-6-220	Stonegarden PCT. 3--FICA	(56.82)
5-1284-421-00-293-047-6-230	Stonegarden PCT. 3--Retirement	(36.57)
5-1284-421-00-293-047-6-250	Stonegarden PCT. 3--Unemployment Comp.	(2.02)
5-1284-421-00-293-047-6-260	Stonegarden PCT. 3--Workers Comp	(10.48)
5-1284-421-00-293-047-6-581	Stonegarden PCT. 3--In-County Travel	(1,928.48)
5-1284-331-12-293-047-6-000	Stonegarden PCT. 3--Revenues	(2,370.23)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime Pay	335.86
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	56.82
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	36.57
5-1284-421-00-280-047-6-250	Operation Stonegarden--Unemployment Comp.	2.02
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	10.48
5-1284-421-00-280-047-6-581	Operation Stonegarden--In-County Travel	1,928.48
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	2,370.23

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden PCT. 3 grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--PCT. 4
ACCOUNT NUMBER: 5-1284-421-00-294-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-294-047-6-131	Stonegarden PCT. 4--Overtime	(59.48)
5-1284-421-00-294-047-6-220	Stonegarden PCT. 4--FICA	(162.12)
5-1284-421-00-294-047-6-230	Stonegarden PCT. 4--Retirement	(6.32)
5-1284-421-00-294-047-6-250	Stonegarden PCT. 4--Unemployment Comp.	(0.36)
5-1284-421-00-294-047-6-260	Stonegarden PCT. 4--Workers Comp.	(41.55)
5-1284-331-12-294-047-6-000	Stonegarden PCT. 4--Revenues	(269.83)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	59.48
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	162.12
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	6.32
5-1284-421-00-280-047-6-250	Operation Stonegarden--Unemployment Comp.	0.36
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	41.55
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	269.83

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden PCT. 4 grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--Alamo
ACCOUNT NUMBER: 5-1284-480-00-280-070-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-070-6-260	Stonegarden Alamo--Workers Comp.	(92.46)
5-1284-480-00-280-070-6-581	Stonegarden Alamo--Travel in County	(605.14)
5-1284-331-12-280-070-6-000	Stonegarden Alamo--Revenues	(697.60)
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	92.46
5-1284-421-00-280-047-6-581	Operation Stonegarden--Travel in County	605.14
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	697.60

TOTAL APPROPRIATIONS **0.00**

REASON: To de-obligate remaining balance in the 2013 Operation Stonegarden City of Alamo grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--Edinburg
ACCOUNT NUMBER: 5-1284-480-00-280-088-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-088-6-260	Stonegarden Edinburg--Workers Comp.	(128.45)
5-1284-331-12-280-088-6-000	Stonegarden Edinburg--Revenues	(128.45)
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	128.45
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	128.45

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2013 Operation Stonegarden City of Edinburg grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--Hidalgo
ACCOUNT NUMBER: 5-1284-480-00-280-049-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-049-6-131	Stonegarden Hidalgo--Overtime	(9,688.61)
5-1284-480-00-280-049-6-220	Stonegarden Hidalgo--FICA	(741.22)
5-1284-480-00-280-049-6-230	Stonegarden Hidalgo--Retirement	(218.16)
5-1284-480-00-280-049-6-260	Stonegarden Hidalgo--Workers Comp.	(215.27)
5-1284-480-00-280-049-6-581	Stonegarden Hidalgo--Travel in County	(787.68)
5-1284-331-12-280-049-6-000	Stonegarden Hidalgo--Revenues	(11,650.94)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	9,688.61
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	741.22
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	218.16
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	215.27
5-1284-421-00-280-047-6-581	Operation Stonegarden--Travel in County	787.68
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	11,650.94

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of Hidalgo grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--La Joya
ACCOUNT NUMBER: 5-1284-480-00-280-050-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-050-6-131	Stonegarden La Joya--Overtime	(11,767.03)
5-1284-480-00-280-050-6-220	Stonegarden La Joya--FICA	(900.17)
5-1284-480-00-280-050-6-230	Stonegarden La Joya--Retirement	(472.53)
5-1284-480-00-280-050-6-260	Stonegarden La Joya--Workers Comp.	(436.39)
5-1284-331-12-280-050-6-000	Stonegarden La Joya--Revenues	(13,576.12)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	11,767.03
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	900.17
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	472.53
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	436.39
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	13,576.12

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of La Joya grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--Mercedes
ACCOUNT NUMBER: 5-1284-480-00-280-072-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-072-6-131	Stonegarden Mercedes--Overtime	(3,868.59)
5-1284-480-00-280-072-6-220	Stonegarden Mercedes--FICA	(295.91)
5-1284-480-00-280-072-6-230	Stonegarden Mercedes--Retirement	(591.94)
5-1284-480-00-280-072-6-260	Stonegarden Mercedes--Workers Comp.	(484.76)
5-1284-331-12-280-072-6-000	Stonegarden Mercedes--Revenues	(5,241.20)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	3,868.59
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	295.91
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	591.94
5-1284-421-00-280-047-6-260	Operation Stonegarden--Workers Comp.	484.76
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	5,241.20
	TOTAL APPROPRIATIONS	0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of Mercedes grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013--Mission
ACCOUNT NUMBER: 5-1284-480-00-280-054-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-054-6-230	Stonegarden Mission--Retirement	(130.51)
5-1284-331-12-280-054-6-000	Stonegarden Mission--Revenues	(130.51)
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	130.51
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	130.51

TOTAL APPROPRIATIONS 0.00

REASON: To de-obligate remaining balance in the 2013 Operation Stonegarden City of Mission grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: May 1, 2015

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

DEPARTMENT NAME: Operation Stonegarden FY2013--Penitas

ACCOUNT NUMBER: 5-1284-480-00-280-074-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-074-6-131	Stonegarden Penitas--Overtime	(19,592.34)
5-1284-480-00-280-074-6-220	Stonegarden Penitas--FICA	(1,498.83)
5-1284-331-12-280-074-6-000	Stonegarden Penitas--Revenues	(21,091.17)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	19,592.34
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	1,498.83
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	21,091.17
	TOTAL APPROPRIATIONS	0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of Penitas grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015

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

DEPARTMENT NAME: Operation Stonegarden FY2013--Pharr

ACCOUNT NUMBER: 5-1284-480-00-280-053-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-053-6-131	Stonegarden Pharr--Overtime	(4,953.89)
5-1284-331-12-280-053-6-000	Stonegarden Pharr--Revenues	(4,953.89)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	4,953.89
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	4,953.89

TOTAL APPROPRIATIONS **0.00**

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of Pharr grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: May 1, 2015

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

DEPARTMENT NAME: Operation Stonegarden FY2013--San Juan

ACCOUNT NUMBER: 5-1284-480-00-280-076-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-076-6-131	Stonegarden San Juan--Overtime	(1,892.72)
5-1284-480-00-280-076-6-220	Stonegarden San Juan--FICA	(233.72)
5-1284-480-00-280-076-6-230	Stonegarden San Juan--Retirement	(64.43)
5-1284-480-00-280-076-6-260	Stonegarden San Juan--Worker's Comp.	(101.97)
5-1284-331-12-280-076-6-000	Stonegarden San Juan--Revenues	(2,292.84)
5-1284-421-00-280-047-6-131	Operation Stonegarden --Overtime	1,892.72
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	233.72
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	64.43
5-1284-421-00-280-047-6-260	Operation Stonegarden--Worker's Comp.	101.97
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	2,292.84

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of San Juan grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: May 1, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013-Weslaco
ACCOUNT NUMBER: 5-1284-480-00-280-078-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-078-6-131	Stonegarden Weslaco--Overtime	(3,891.45)
5-1284-480-00-280-078-6-220	Stonegarden Weslaco--FICA	(344.38)
5-1284-480-00-280-078-6-230	Stonegarden Weslaco--Retirement	(266.08)
5-1284-480-00-280-078-6-260	Stonegarden Weslaco--Worker's Comp.	(172.88)
5-1284-331-12-280-078-6-000	Stonegarden Weslaco--Revenues	(4,674.79)
5-1284-421-00-280-047-6-131	Operation Stonegarden--Overtime	3,891.45
5-1284-421-00-280-047-6-220	Operation Stonegarden--FICA	344.38
5-1284-421-00-280-047-6-230	Operation Stonegarden--Retirement	266.08
5-1284-421-00-280-047-6-260	Operation Stonegarden--Worker's Comp.	172.88
5-1284-331-12-280-047-6-000	Operation Stonegarden--Revenues	4,674.79

TOTAL APPROPRIATIONS 0.00

REASON: **To de-obligate remaining balance in the 2013 Operation Stonegarden City of Weslaco grant budget and transfer amounts to the 2013 Operation Stonegarden Sheriff's Office Grant.**

Grant Number: 2013-SR-48215-01

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-49519 **Urban County** **11. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of a bid and approval of contracts with A-One Insulation and 3 General Construction Inc. for the demolition and reconstruction of the following:

1. (1) Unit in the City of Mercedes for total contract amount of $59,700.00 to A-One Insulation.
2. (2) Units in the City of Mercedes and (2) units in the Countywide are for total contract amount of $214,960.00 to G & G Contractors.

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on March 3, 17 & 31, 2015. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, April 29, 2015.

FY'12 Rehab Prog.
Funds Available: $295,860.94

Fiscal Impact

Attachments

Attachment 1
Attachment 2
Attachment 3

Attachment 4
Attachment 5
Attachment 6

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:54 PM
Auditor's Office	Monica Badillo	05/01/2015 03:25 PM

Form Started By: Sandra Regalado Started On: 04/29/2015 05:25 PM

Final Approval Date: 05/01/2015

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: April 29, 2015 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of Three (3) Units in the City of Mercedes and Two (2) Units in the Countywide Area

Grant #: M-12-UC-48-0501-ET-06

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	F. REYNA	$53,740.00	BB INCLUDED
2	R. GARCIA	$62,940.00	BB INCLUDED
3	S. HERNANDEZ	$53,740.00	BB INCLUDED
4	P. VELA	$53,740..00	BB INCLUDED
5	J. PEREZ	$53,740.00	BB INCLUDED

A-ONE INSULATION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	F. REYNA	$54,500.00	BB INCLUDED
2	R. GARCIA	$59,700.00	BB INCLUDED
3	S. HERNANDEZ	$54,500.00	BB INCLUDED
4	P. VELA	$54,400.00	BB INCLUDED
5	J. PEREZ	$54,200.00	BB INCLUDED

3 GENERAL CONSTRUCTION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	F. REYNA	NO BID	N/A
2	R. GARCIA	NO BID	N/A
3	S. HERNANDEZ	NO BID	N/A
4	P. VELA	$58,000.00	BB INCLUDED
5	J. PEREZ	$57,000.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	F. REYNA	$54,400.00	BB INCLUDED
2	R. GARCIA	$73,000..00	BB INCLUDED
3	S. HERNANDEZ	$54,800.00	BB INCLUDED
4	P. VELA	$54,800.00	BB INCLUDED
5	J. PEREZ	$53,999.99	BB INCLU

Total

0.0

59,700.00 +
53,740.00 +
53,740.00 +
53,740.00 +
53,740.00 +
274,660.00 +

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATI**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 04/29/2015

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956)381-0951

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.

INSURED
RG ENTERPRISES LLC
DBA G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX 78539
PH: 956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS COMPANY	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3DY2619	03/16/15	03/16/16	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	604891354	03/14/15	03/14/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						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	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP - 0001221990	03/15/15	03/15/16	WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY
URBAN COUNTY PROGRAM
427 E. DURANTE AVE. SUITE 107
ALAMO, TX. 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/6/2015

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: Sylvia Briones, CISR
Bert Whisenant Insurance 816 East Hackberry Avenue McAllen TX 78501	PHONE (A/C, No, Ext): (956) 686-8323 FAX (A/C, No): (888) 512-2080 E-MAIL ADDRESS: SBriones@bwi-ins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
A One Insulation, DBA: Raymundo Carrisales 1006 E Ferguson Pharr TX 78577	INSURER A: Essex Insurance Company	
	INSURER B: Texas Mutual Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1412100452 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	Y	3DT9860	6/18/2014	6/18/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EZXS10508	6/18/2014	6/18/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SBP0001231365	12/2/2014	12/2/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability Policy includes a Blanket Automatic Additional Insured Endorsement that provides additional insured status to the certificate holder only when there is a written contract between the insured and the certificate holder that requires such status. The General Liability Policy includes a Blanket automatic Waiver of Subrogation endorsment that provides this feature only when there is a written contracct between the named insured and the certificate holder that requires such status. Primary and NonContributory endorsement is included in the General Liability Policy.

CERTIFICATE HOLDER

eric.trevino@co.hidalgo.tx

Urban County Program
427 E. Duranta Ave. Ste 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

B R. Whisenant, Jr/SL B.R. Whisenant, Jr.

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CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 5, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Roel & Blanca C. Garcia**

BORROWER'S ADDRESS:

1011 N. Washington
Mercedes, Texas 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Raymundo Carrisales, A-One Insulation**

CONTRACTOR'S ADDRESS:

1006 E. Ferguson Ave.
Pharr, Texas 78577

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$59,700.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$59,700.00,** executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$59,700.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____
Roel Garcia

_____
Blanca C. Garcia

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Raymundo Carrisales**
Its: **A-One Insulation**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Roel Garcia.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Blanca C. Garcia.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Raymundo Carrisales, Owner of the A-One Insulation,** a **Contractor of the State of Texas,** on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RAYMUNDO CARRISALES, A-ONE INSULATION, AT 1006 E. FERGUSON ST., PHARR, TEXAS 78577 NOT LATER THAN MIDNIGHT OF MAY 5, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Roel Garcia

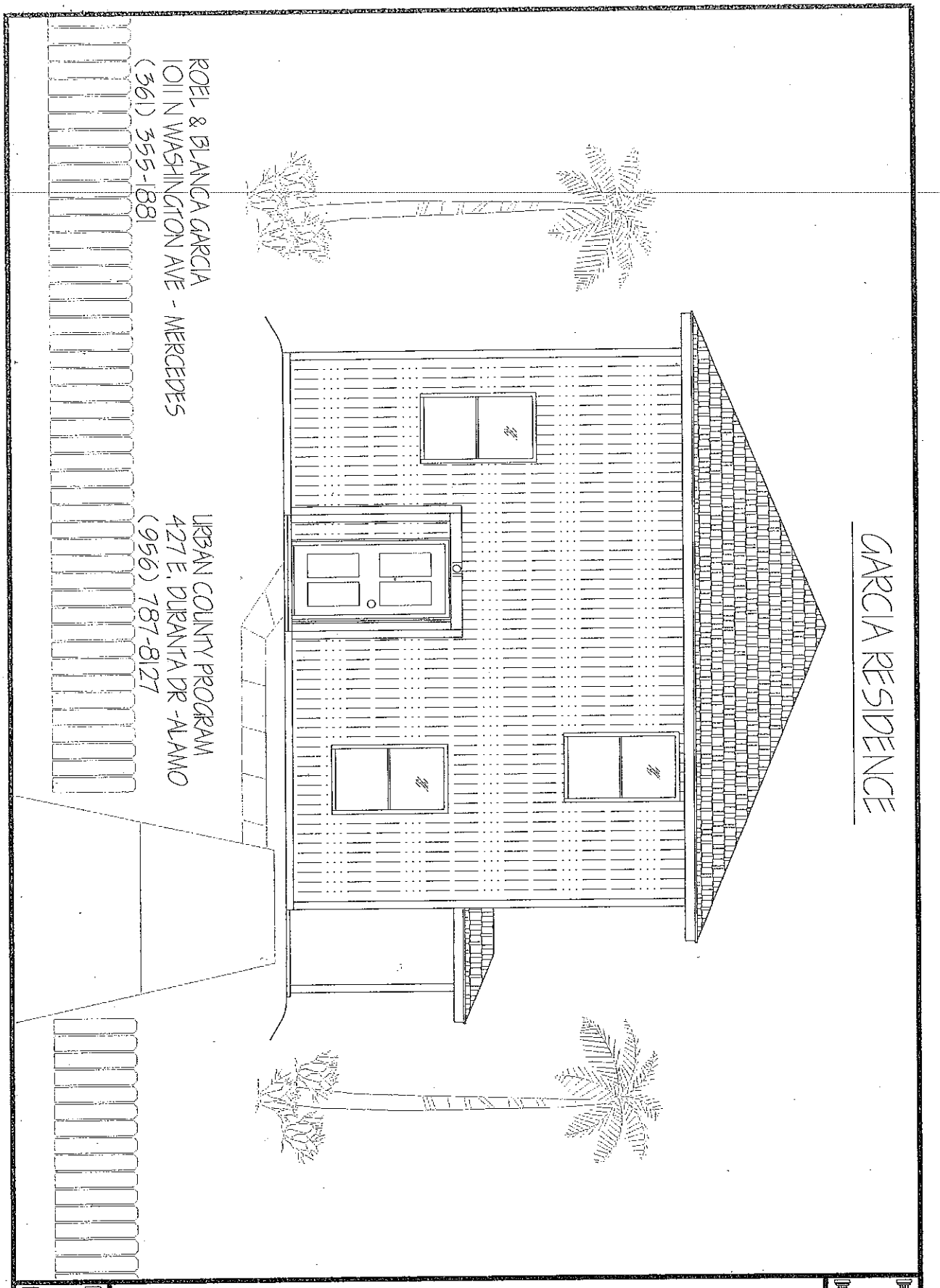
_____

Blanca C. Garcia

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 6 Block 5, GARDEN PARK SUBDIVISION, an addition to the CITY OF MERCEDES, Hidalgo County Texas, as per map or plat thereof recorded in Volume 8, Page 12, Map Records Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 9

ROEL & BLANCA GARCIA

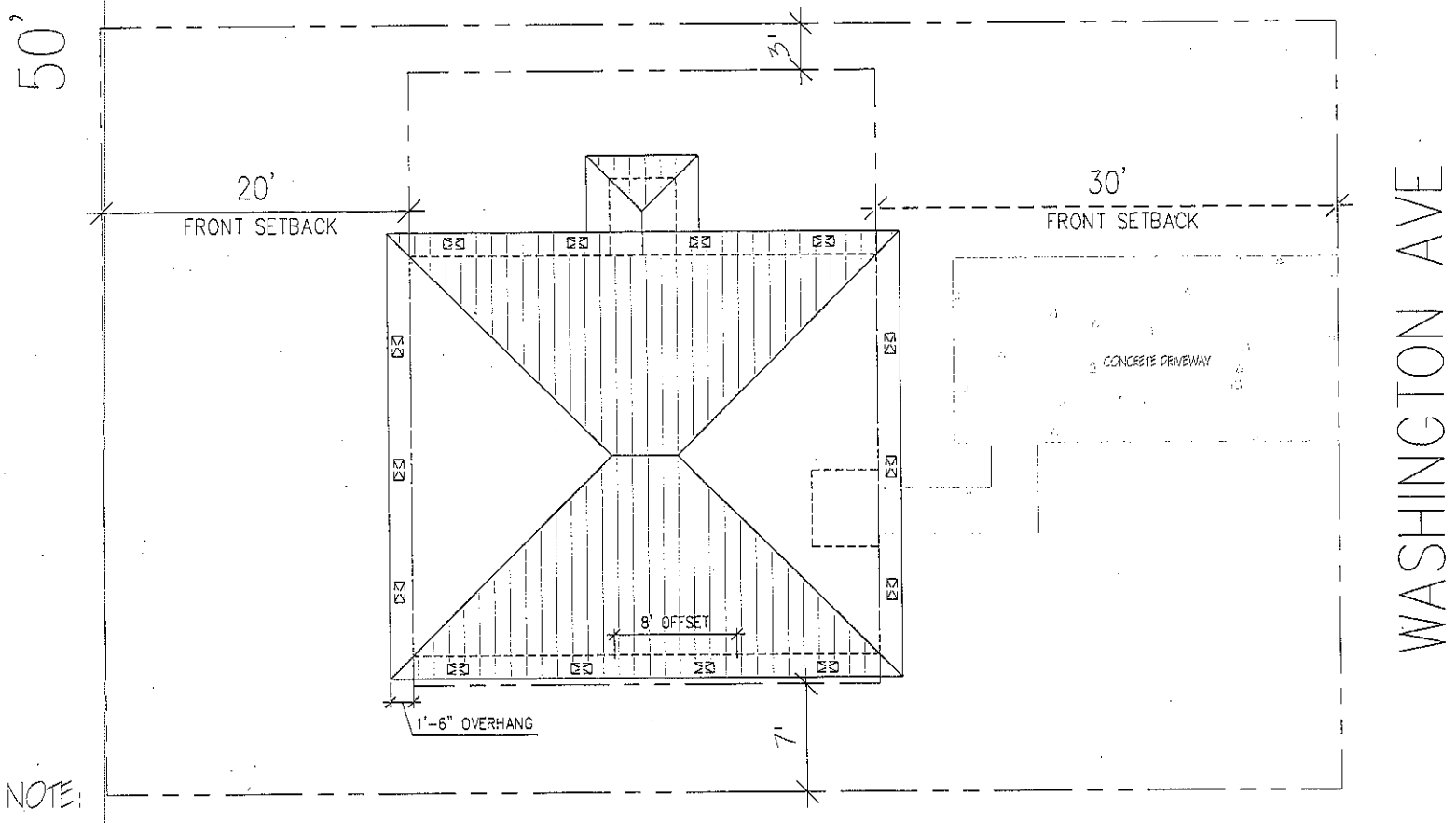
1011 N. WASHINGTON AVE. – MERCEDES

TOTAL AREA

1423 SQ. FT.

GARDEN PARK LOT 6 BLOCK 5

50' X 80'



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owners request of location. In addition, remember to replace septic tank if needed and is more than 10 yrs old. House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

A.1 PLOT PLAN

XREF SCALE: N.T.S.

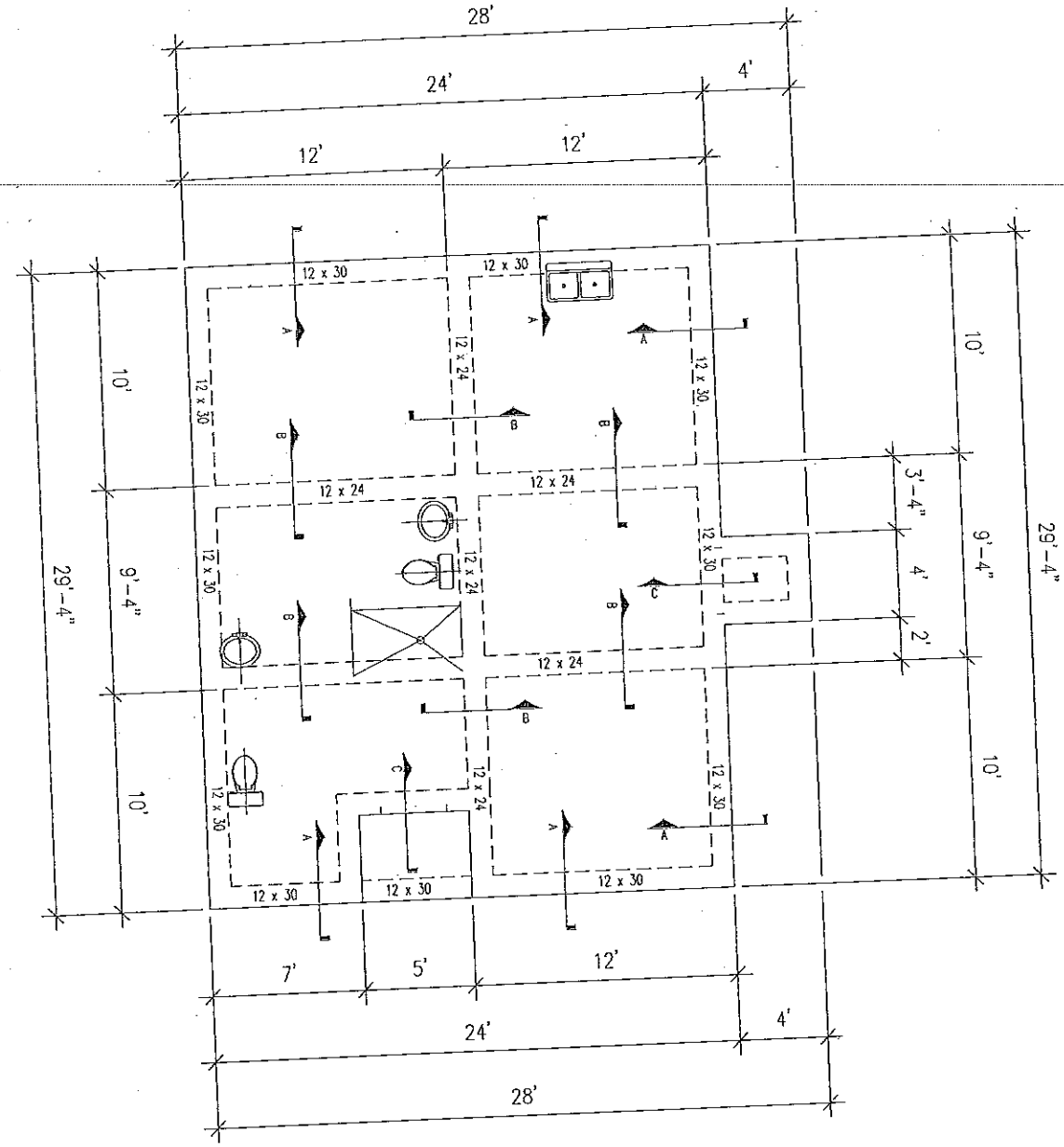
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. - MERCEDES

LIVING AREA 1423 SQ. FT.



A.2

FOUNDATION PLAN

XREF

SCALE: N.T.S.

GENERAL NOTES

-4" THICK 5-SK ON GRADE W/ #3 BARS @ 18" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 8" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 8" IN DEPTH TO UNDISTURBED SOIL.

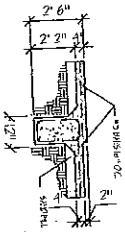
-CORNER BARS AT ALL CORNERS & INTERSECTIONS 2"X2" - #5 APPLY #6 X 6" X #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ANCHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL. DIRT FINISH FLOOR TO BE 18" FROM TOP OF CURB UNLESS OTHERWISE NOTED.

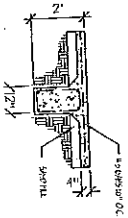
C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



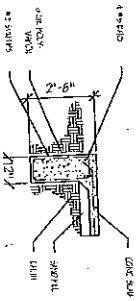
B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 8" IN DEPTH TO UNDISTURBED SOIL.



URBAN COUNTY PROGRAM

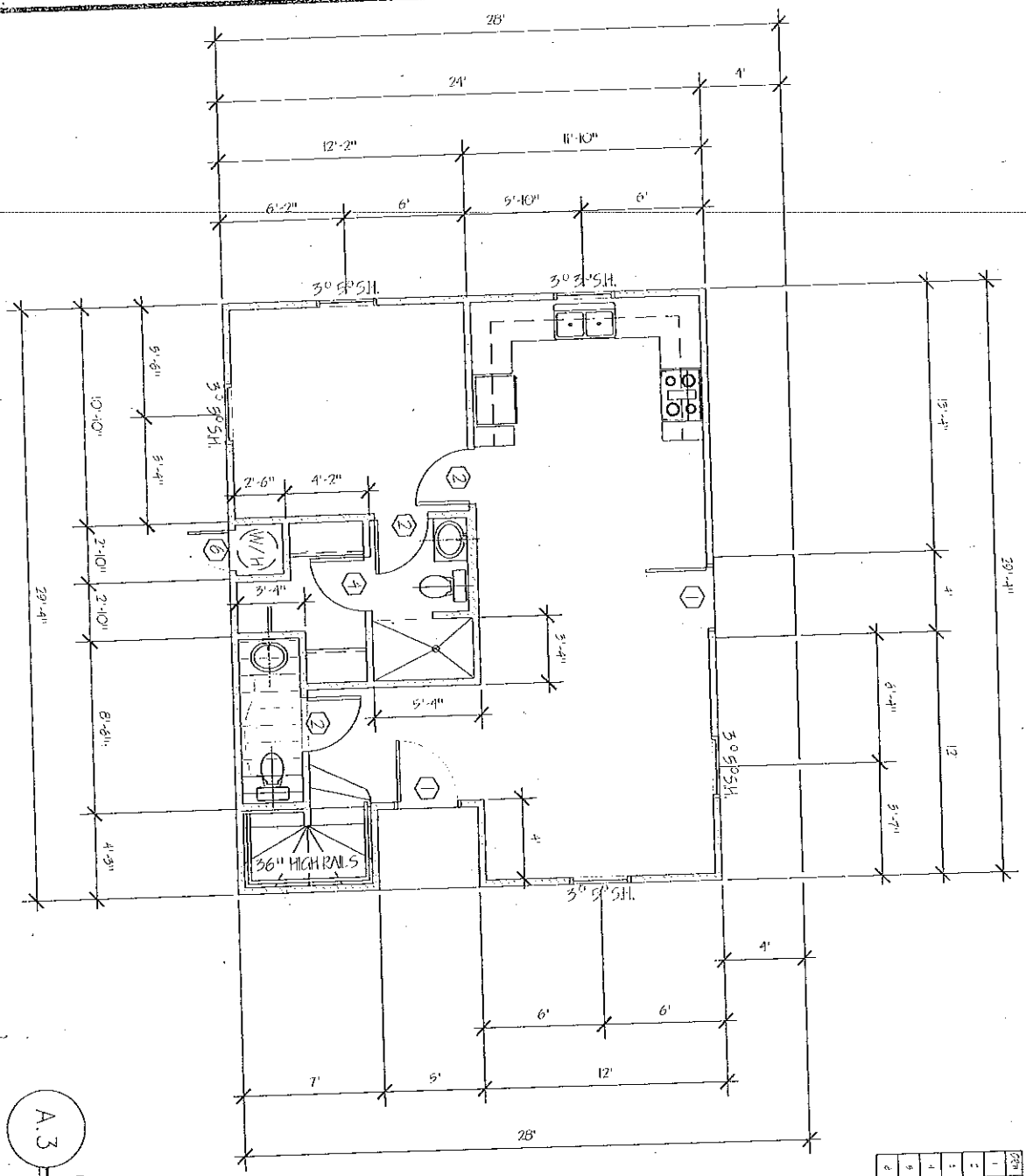
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. - MERCEDES

LIVING AREA
1423 SQ. FT.

3 OF 9



A.3
XREF
FLOOR PLAN-1ST FLOOR
SCALE: N.T.S.

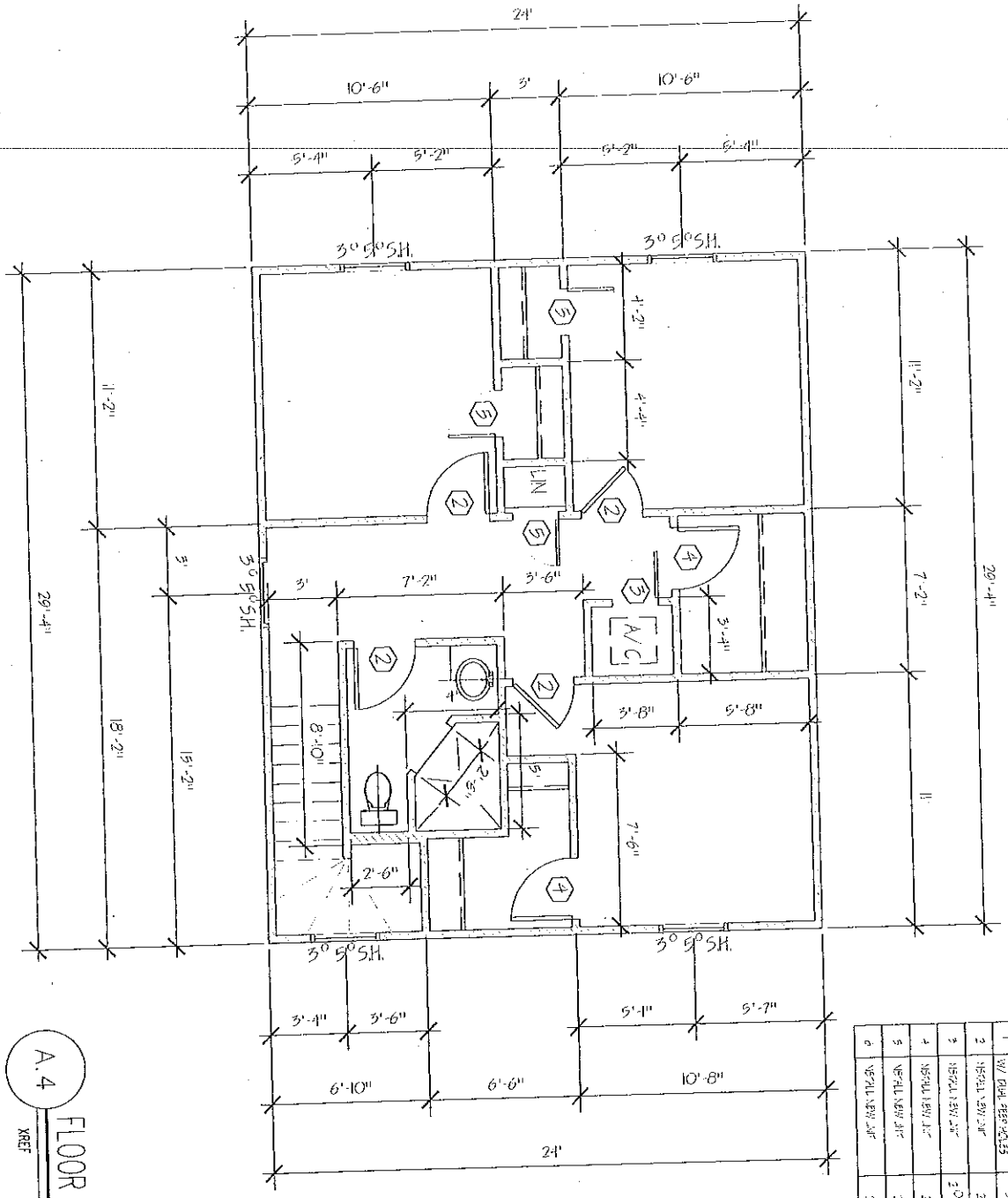
SQUARE FOOTAGE

1-STORY	1423
2ND FLOOR	0
GARAGE	0

I HAVE READ AND FULLY AGREE WITH THE VERBIAGE AND PLANS AS PRESENTED TO ME THIS 10 DAY OF APRIL 2015

GENERAL NOTES

- 5:12 SLOPE WITH 16" OVERHANG
- ASPHALT SHINGLE ROOFING OVER 15# FELT ON 1/2" ROOF DECKING
- 15# FELT ON ROOF DECKING
- ASPHALT PAINTED GUTTERS AND DOWNSPOUTS
- ASPHALT PAINTED EXTERIOR FASCIA BOARDS
- ASPHALT PAINTED EXTERIOR TRIM BOARDS
- ASPHALT PAINTED EXTERIOR SOFFIT
- ASPHALT PAINTED EXTERIOR STUCCO
- ASPHALT PAINTED EXTERIOR STUCCO
- ASPHALT PAINTED EXTERIOR STUCCO



DOOR SCHEDULE					
DR#	TYPE	SIZE	TYPE	LOCKS	
1	WOOD FLUSH W/ GLASS PANELS	3'0" x 6'8"	WOOD W/ GLASS PANELS	LEVER PASSAGE LOCK W/ DEADBOLT	
2	WOOD FLUSH	2'6" x 6'8"	HOLLOW CORE	LEVER PRIVACY	
3	WOOD FLUSH	2'6" x 6'8"	HOLLOW CORE	PASSAGE FOR A/C	
4	WOOD FLUSH	2'0" x 6'8"	HOLLOW CORE	PASSAGE	
5	WOOD FLUSH	2'0"	HOLLOW WOOD	LOCK W/ DEADBOLT	

A.4
XREF

FLOOR PLAN - 2ND FLOOR

SCALE: N.T.S.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

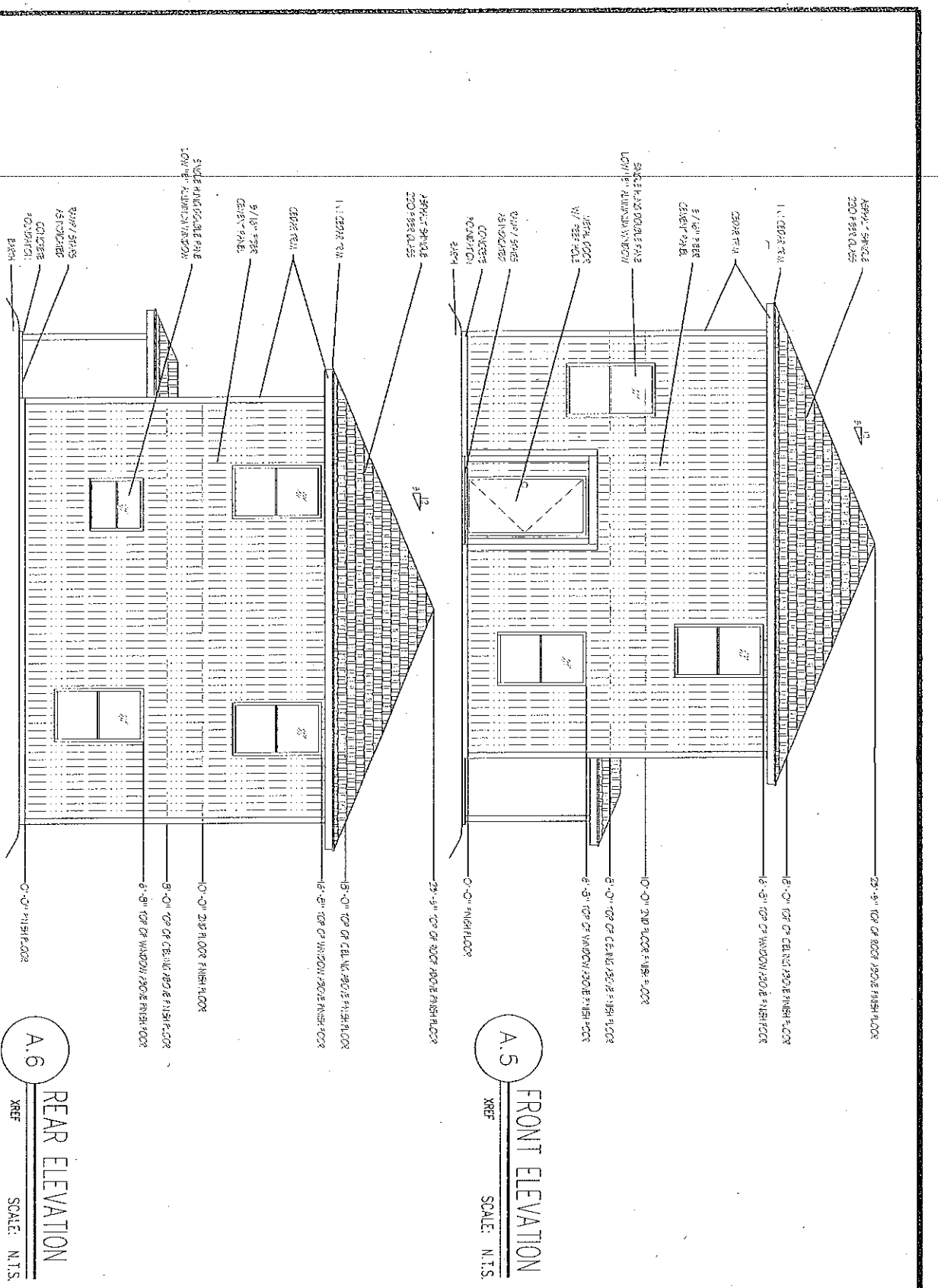
5 OF 9

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. - MERCEDES

TOTAL AREA

1423 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

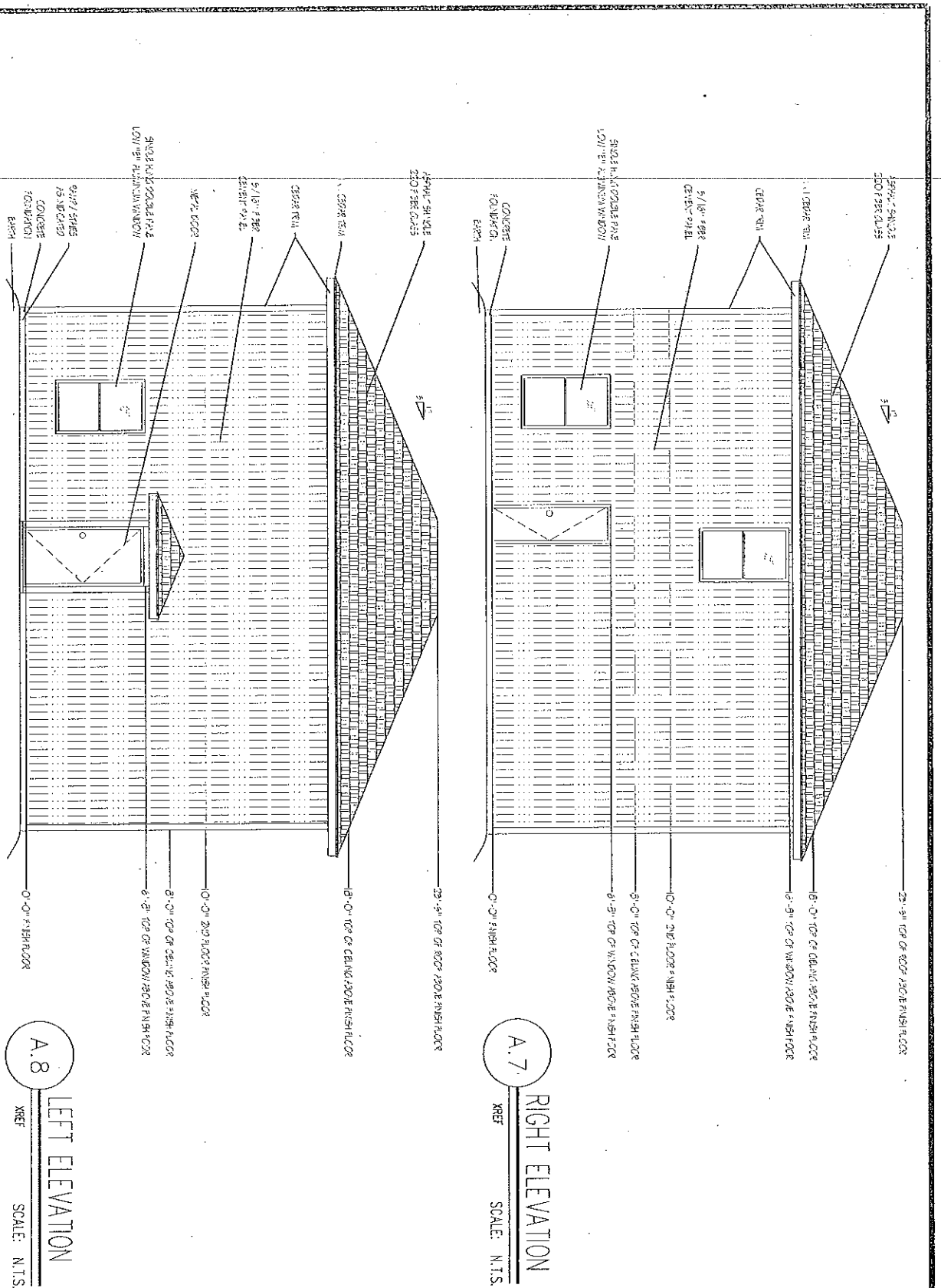
6 OF 9

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. - MERCEDES

TOTAL AREA

1423 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

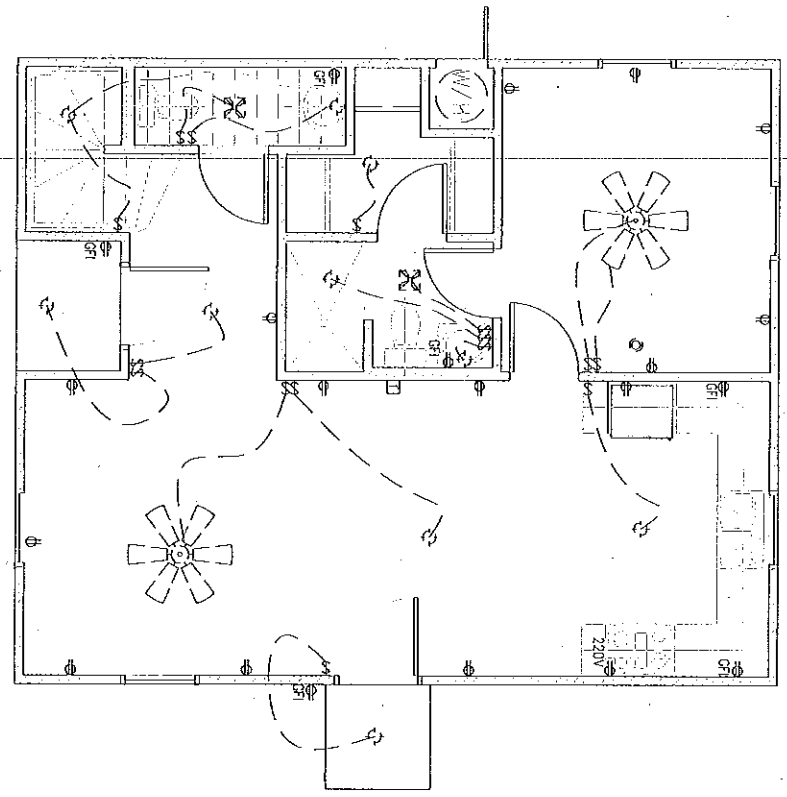
7 OF 9

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. – MERCEDES

TOTAL AREA

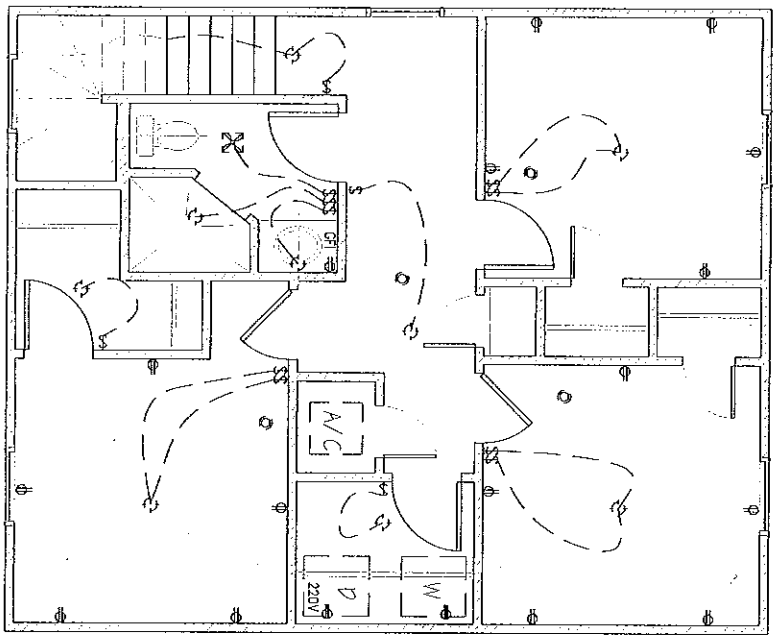
1423 SQ. FT.



1. 1ST FLOOR ELECTRICAL

XREF

SCALE: N.T.S.



2. 2ND FLOOR ELECTRICAL

XREF

SCALE: N.T.S.

ELECTRICAL LEGEND

WH WATER HEATER	EF EXHAUST FAN
DUPLEX ELECTRICAL RECEPT.	LIGHT FIXTURE
SWITCH	SMOKE DETECTOR
GROUND FAULT CIRCUIT INTERRUPTER	THERMOSTAT

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

8 OF 9

ROEL & BLANCA GARCIA

1011 N. WASHINGTON AVE. - MERCEDES

TOTAL AREA

1423 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) ROEL & BLANCA GARCIA CASE NO.: ME 50-14-04 DATE: 4-10-15 ADDRESS: 1011 N. WASHINGTON MERCEDES, TX PHONE: 361- 355-1881 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 16" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS SIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/6" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS..
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR**. (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

*PROVIDE & INSTALL A **16 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE, KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 12, 2015
Demolition	May 21, 2015
Construction Start	May 22, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 20, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$59,700.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$59,700.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 5, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Felicitas G. Reyna**

BORROWER'S ADDRESS:

421 S. Vermont Ave.
Mercedes, Texas 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,740.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,740.00,** executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$53,740.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Felicitas G. Reyna

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Felicitas G. Reyna.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MAY 7, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

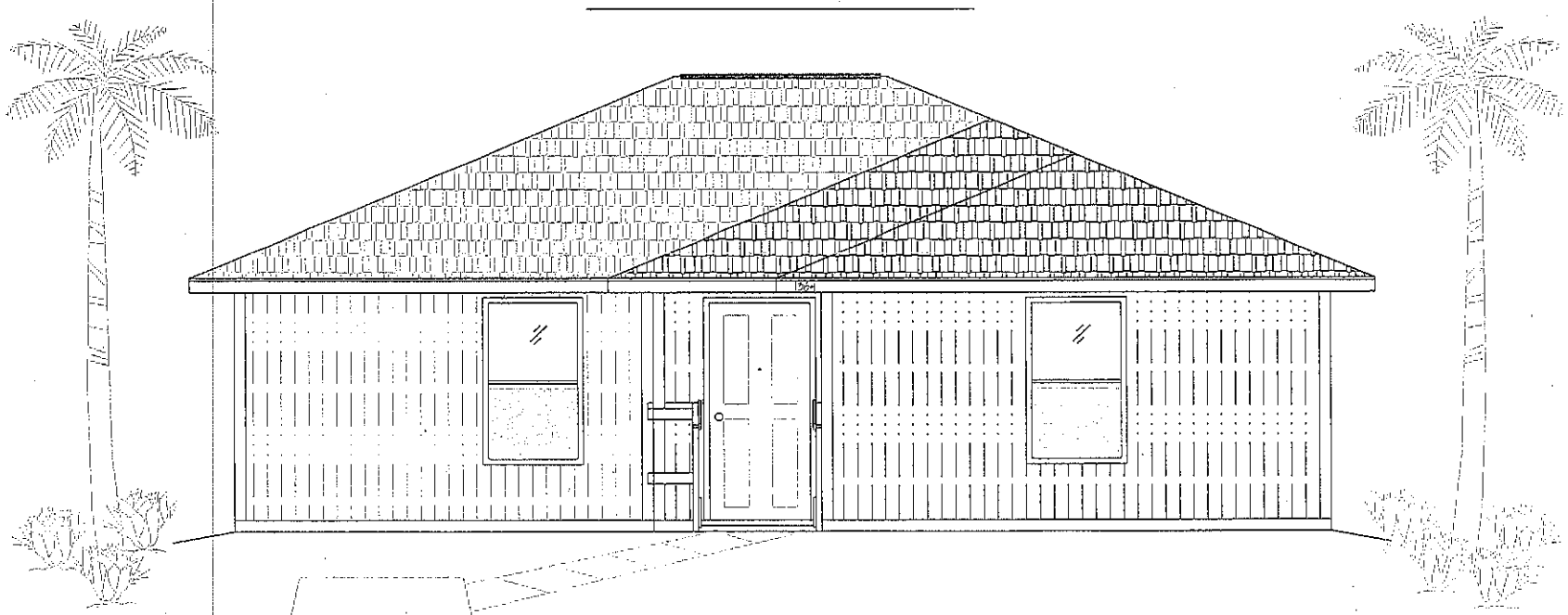
Felicitas G. Reyna

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 Block 109 of the COLONIA CHAPULTEPEC NUMBER THREE (3), an addition to the City of Mercedes, Hidalgo County Texas, according to the Map and Dedication thereof recorded in Volume 265, page 516-17, Deed Records, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

REYNA RESIDENCE



FELICITAS REYNA
421 S. VERMONT - MERCEDES
(956) 274-2072

URBAN COUNTY PROGRAM
427 E. DURANTA AVE - ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM

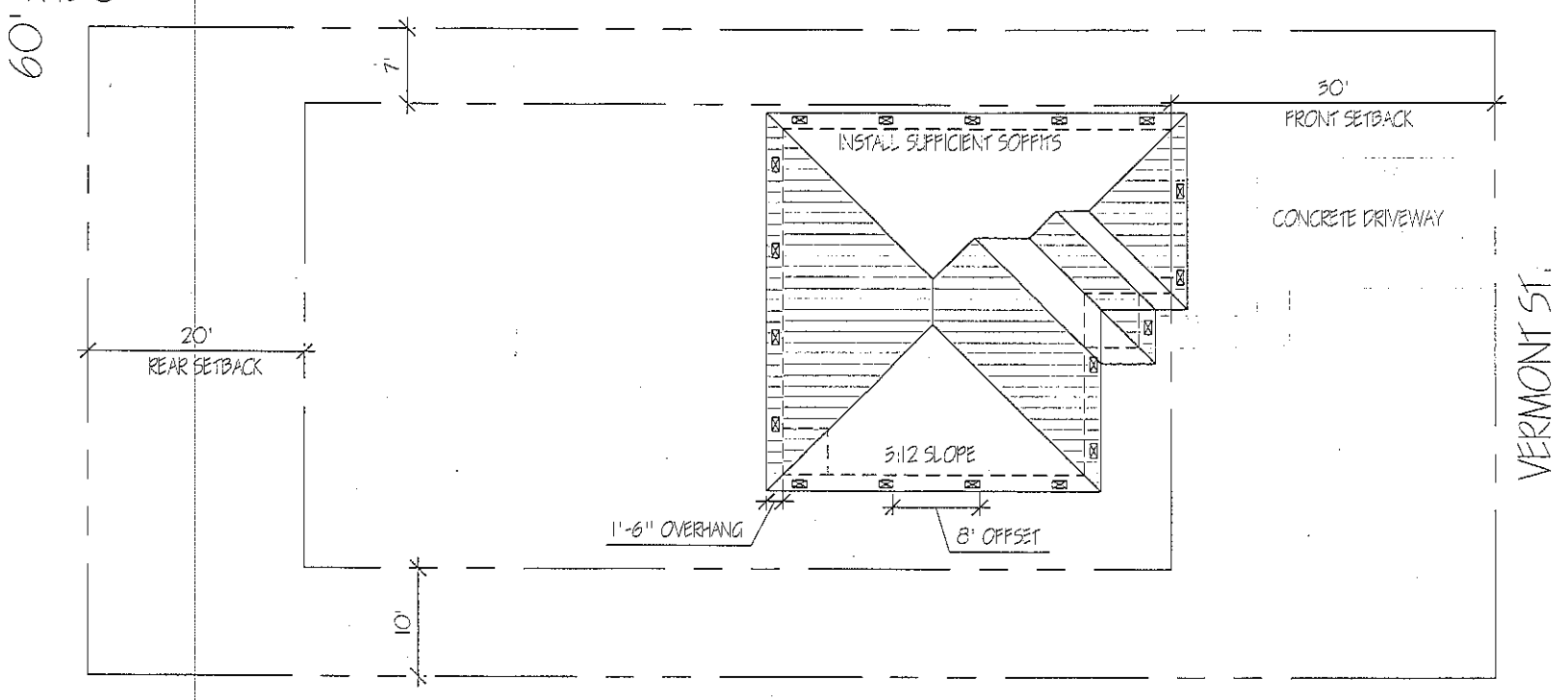
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELICITAS REYNA
421 S. VERMONT MERCEDES, TX

1037 SQ. FT.

1 OF 8

LOT 1, BLOCK 109 COLONIA CHAPULTEPEC # 3



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

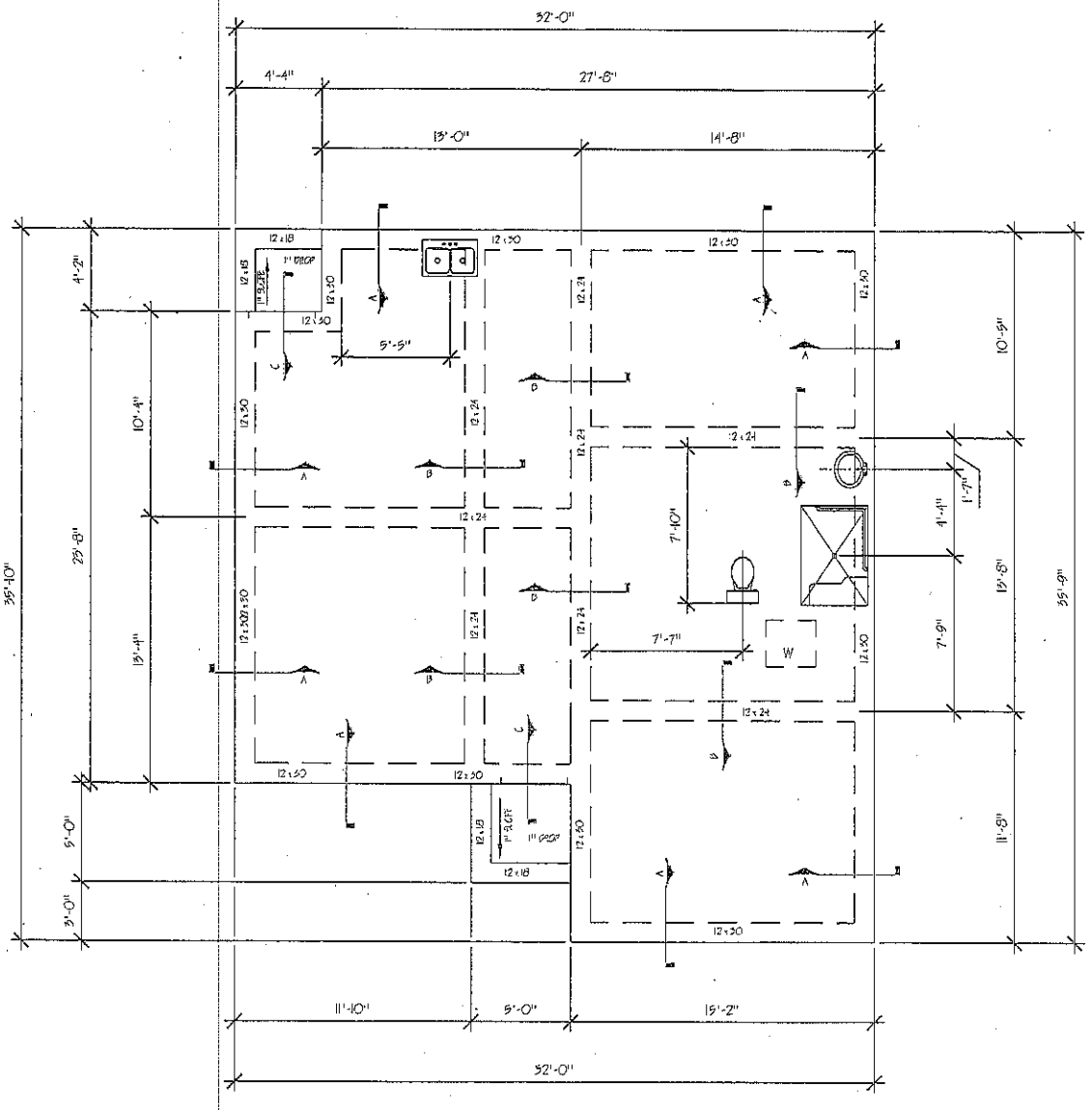
1 ROOF / PLOT PLAN
SCALE: 1" = 1'-0"

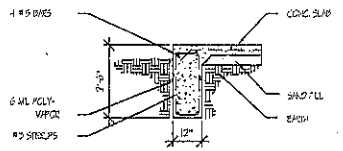
TOTAL AREA 1051 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELICITAS REYNA
421 S. VERMONT MERCEDES, TX

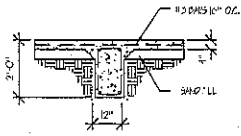
2 OF 8





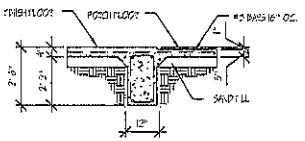
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

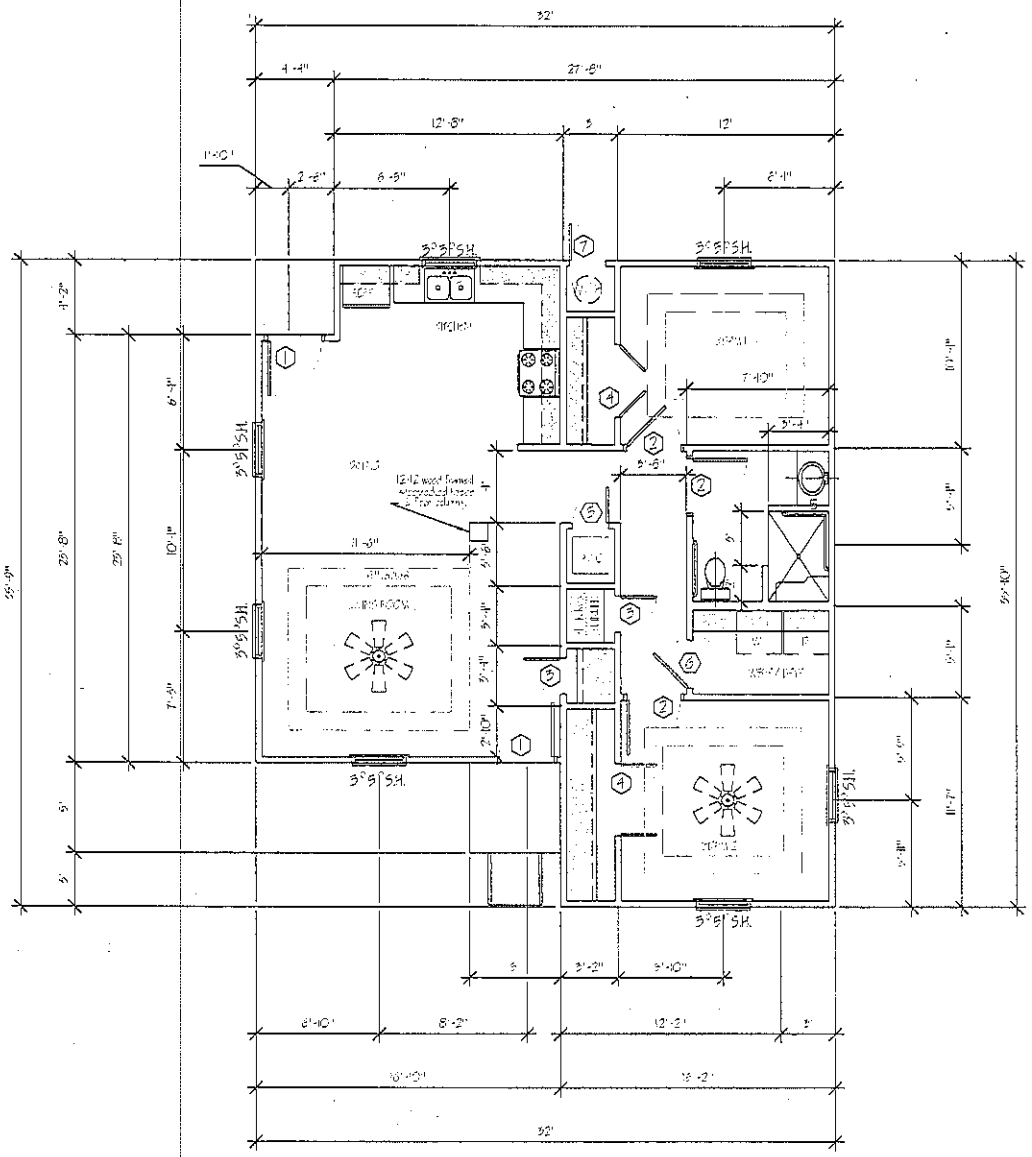
FOUNDATION PLAN

TOTAL AREA
1057 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELICITAS REYNA
421 S. VERMONT MERCEDES, TX

3 OF 8



W/ELECTRIC OUTLET

SQUARE FOOTAGE

LIVING AREA	994
PORCH / MISC	43
TOTAL SQ. FT.	1037

DOOR SCEDULE

DR#	TASK	SIZE W	SIZE H	TYPE	LOCKS
-	INSTALL NEW UNIT W/ PRE-HUNG DOOR	3'0		INSERT W/ LOW PROFILE THRESHOLD	LEVER PRIVACY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'0		HOLLOW CORE	LEVER PRIVACY
3	INSTALL NEW UNIT	2'0		HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	(2) 2'0		HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0	6'8	HOLLOW CORE	PASSAGE FOR 4' CLOSET
6	INSTALL NEW UNIT	2'8		HOLLOW METAL	PASSAGE
7	INSTALL NEW UNIT	2'0		HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

- 8/12 SLOPE WITH 8" OVERHANG
- SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED
- INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 11" FROM PORCH FLOOR.
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
- HELP IS REQUESTING CONNECTION FOR A GAS / ELECTRIC / PROPANE STOVE.
- INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST

EXTERIOR COLOR CHOICES TO BE OR MATCH:

CONSTANT COLAC SW 6325 — CHOICE CLOVE SW 6357

INTERIOR COLOR CHOICES TO BE OR MATCH:

MELLOW COAAL SW 6329 — INTIMATE WHITE SW 6322

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED

TO BE THIS 17 DAY OF APRIL 2015

X Felicitas Kenyon

FLOORPLAN

TOTAL AREA 1037 SQ. FT.

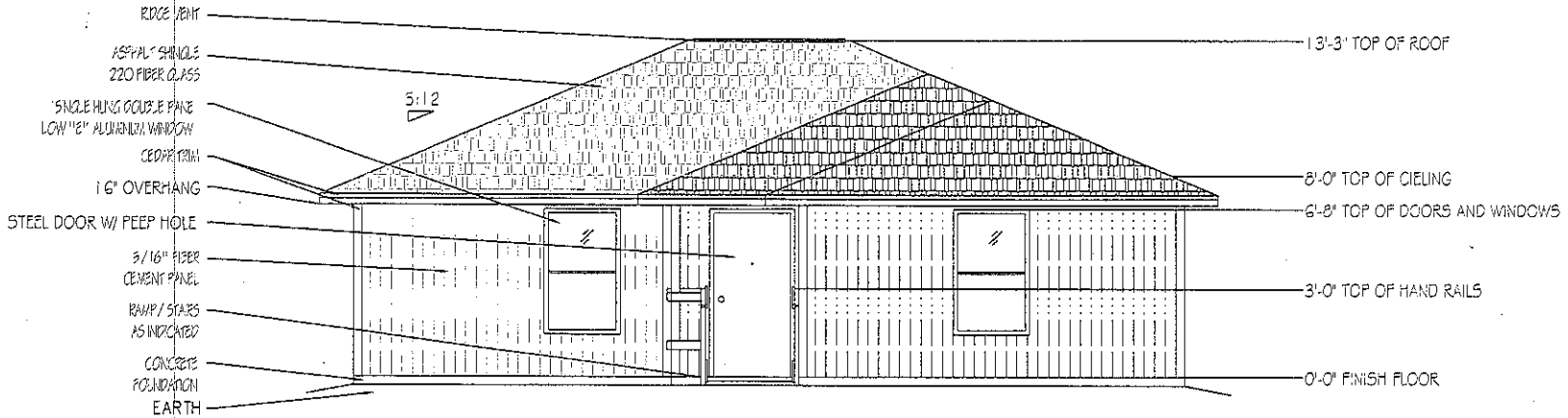
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

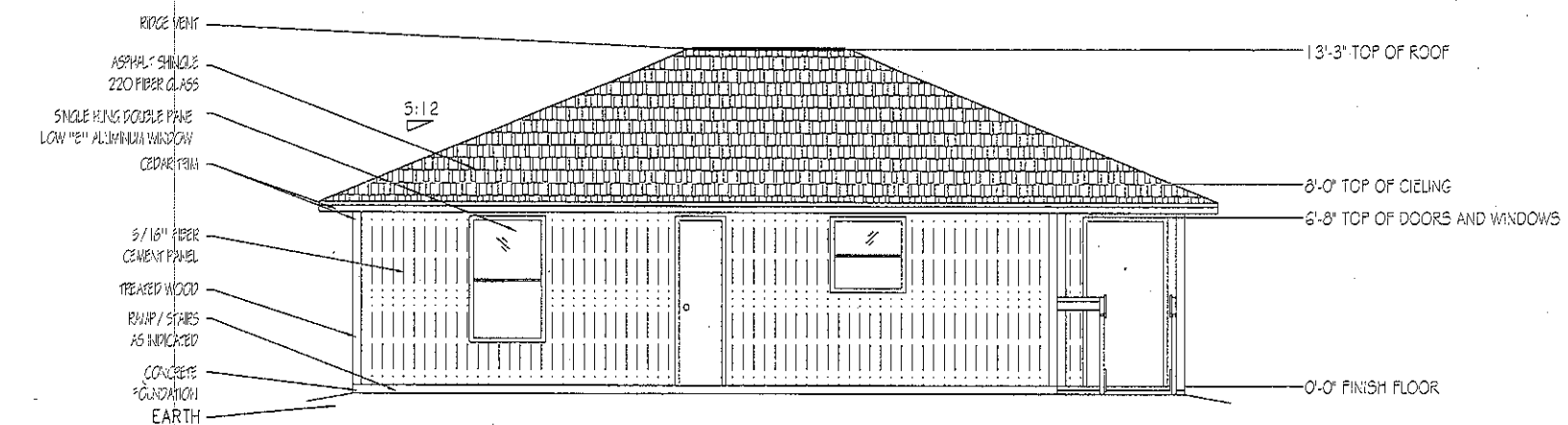
FELICITAS KENYAN

421 S. VERMONT MERCEDES, TX

10 OF 8



FRONT ELEVATION



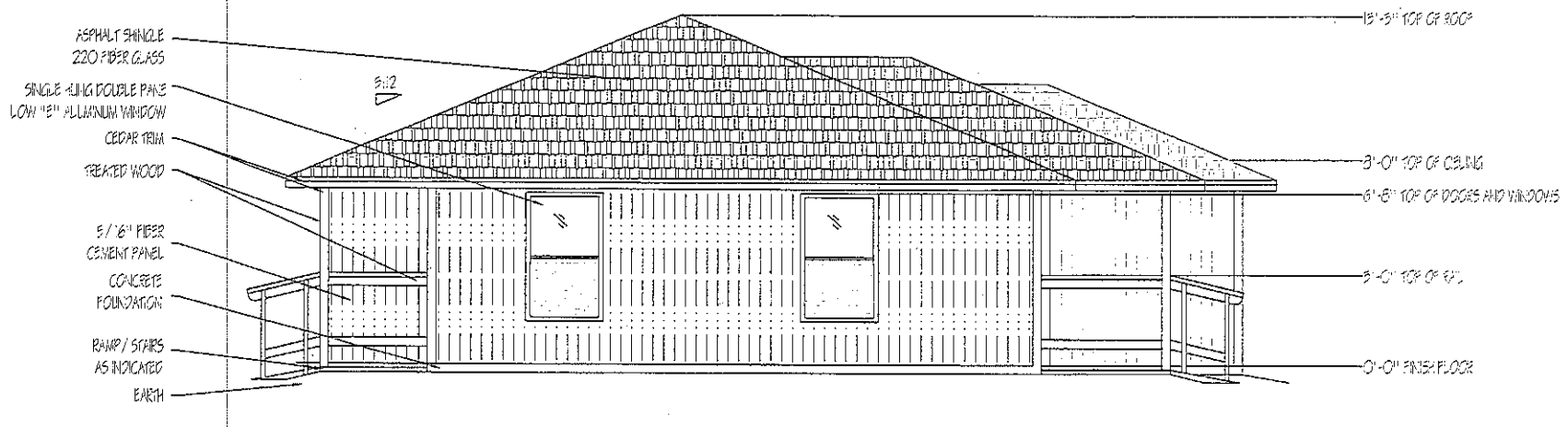
BACK ELEVATION

TOTAL AREA
1091.50 FT.

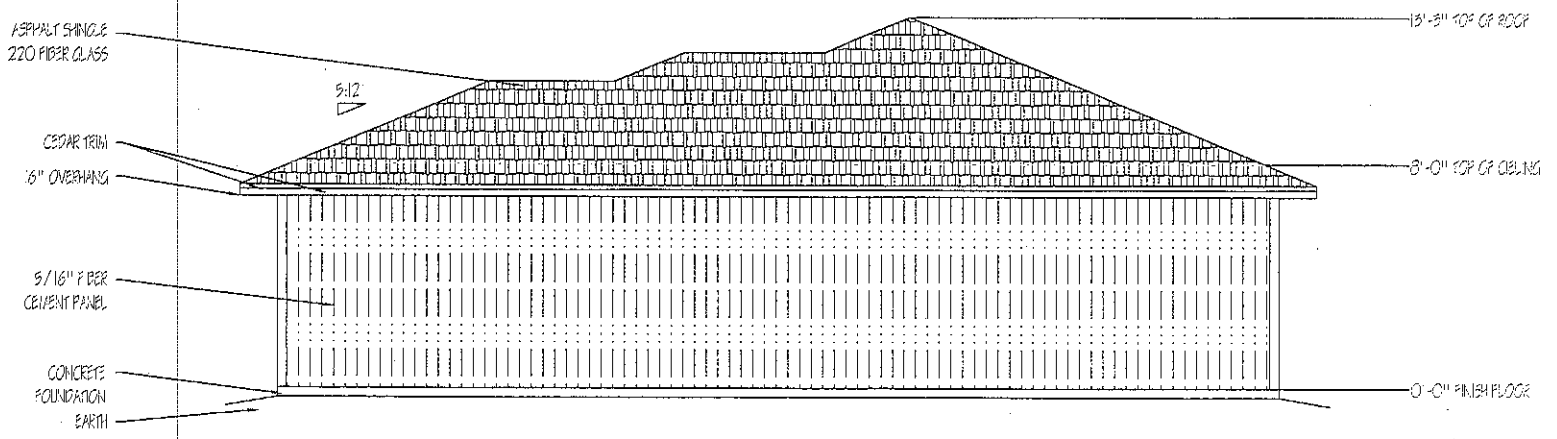
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELICITAS REYNA
421 S. VERMONT MERCEDES, TX

6 OF 8



RIGHT ELEVATION



LEFT ELEVATION

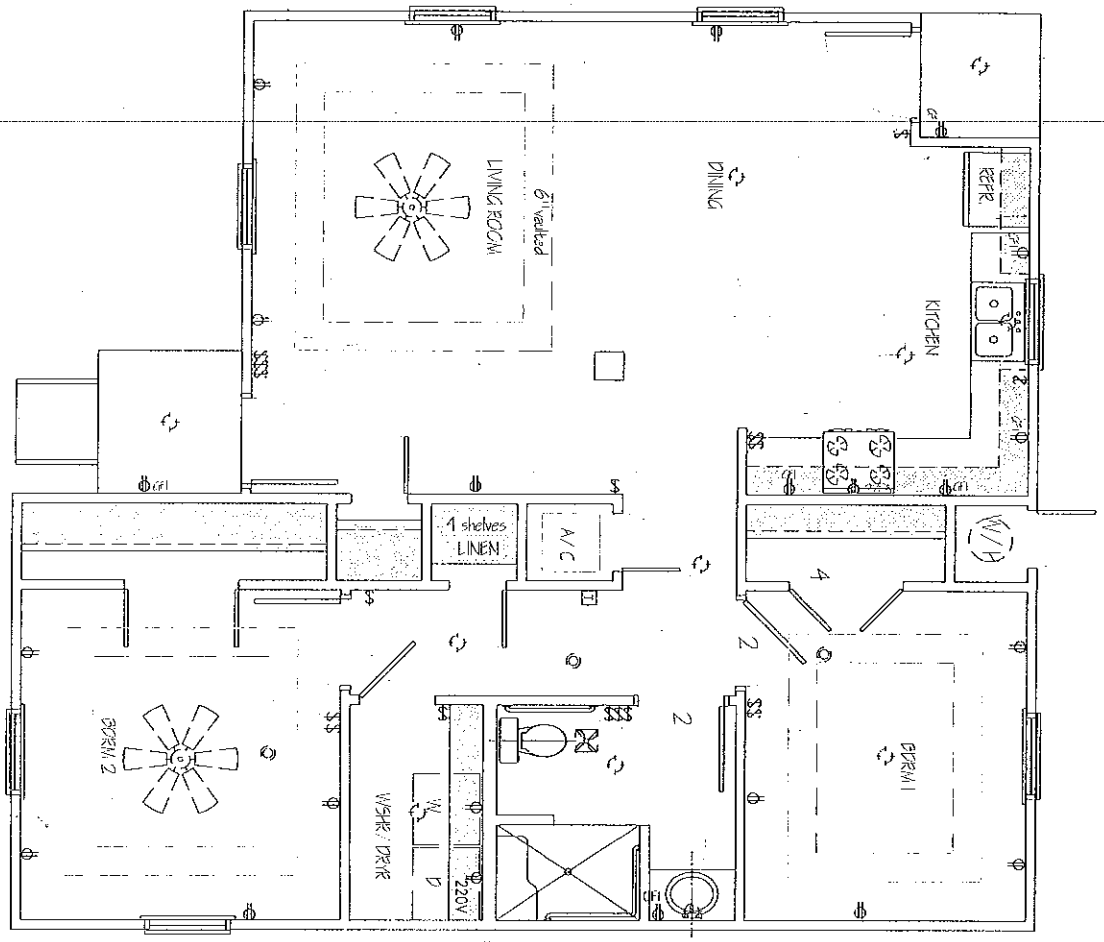
TOTAL AREA
1051 SQ. FT.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

FELICIAS REYNA
1121 S. VERMONT MERCEDES, TX

6 OF 8



ELECTICAL PLAN

ELECTRICAL LEGEND

WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	LIGHT SWITCH
220 VOLT ELECTRICAL RECEPTACLE	THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

7 OF 8

FELICITAS REYNA
4121 S. VERMONT MERCEDES, TX

TOTAL AREA
1057 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) FELICITAS REYNA CASE NO.: ME 50-15-02 DATE: 4/17/15 ADDRESS: 421 S. VERMONT MERCEDES, TX PHONE: 956-274-2072 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS;
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

  HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1'/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR. (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN SECTION 23. GENERAL NOTES OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Felicitas Reyna

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 12, 2015
Demolition	May 21, 2015
Construction Start	May 22, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 20, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,740.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,740.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 5, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Santiago & Felipa Hernandez**

BORROWER'S ADDRESS:

1634 Brahman St,
Mercedes, Texas 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,740.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,740.00,** executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$53,740.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____
Santiago Hernandez

_____
Felipa Hernandez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Santiago Hernandez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Felipa Hernandez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MAY 7, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Santiago Hernandez

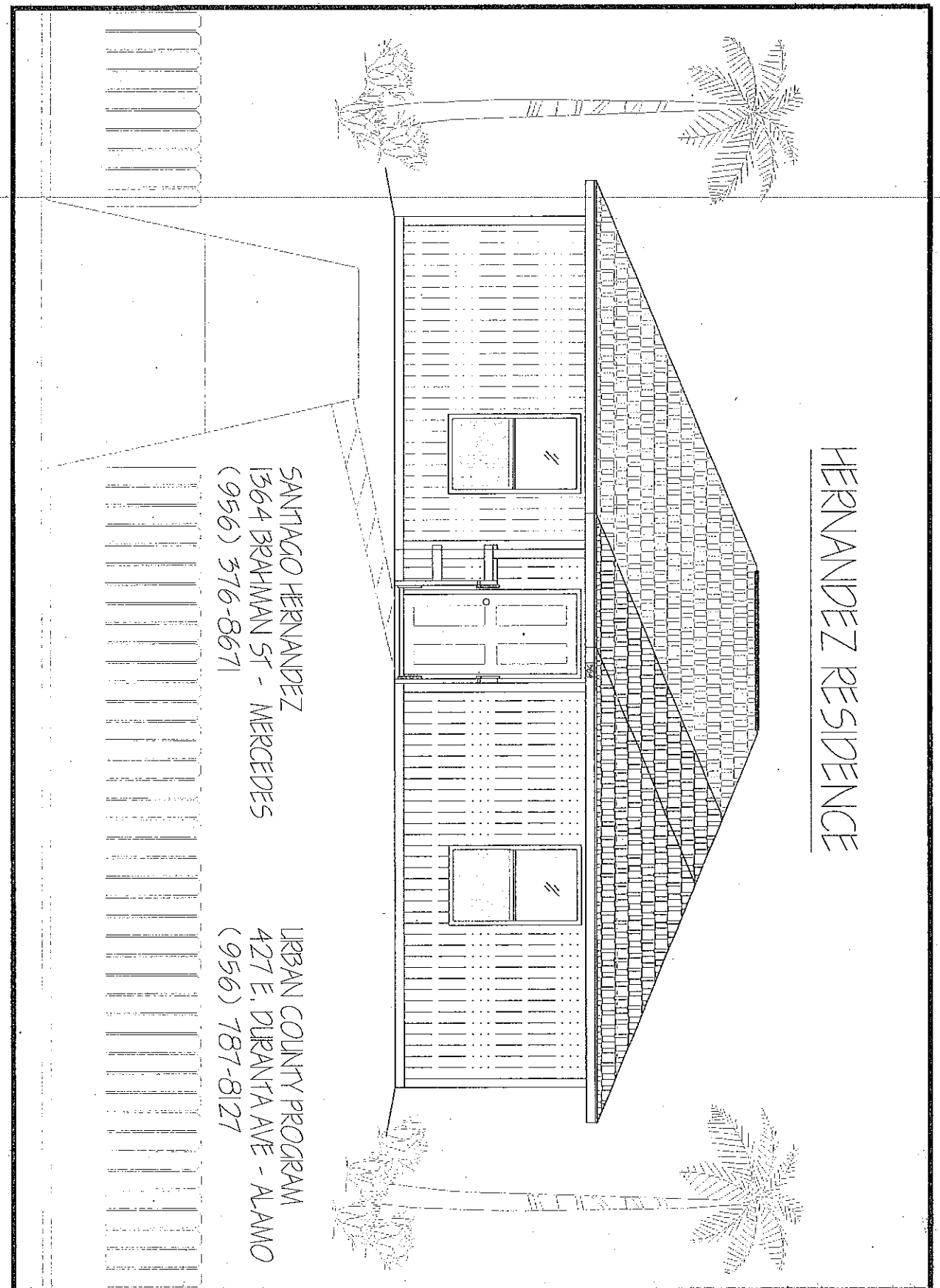
_____

Felipa Hernandez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 108 VALLE DE PALMAS SUBDIVISION, UNIT NO. 1, an addition to the CITY OF MERCEDES, Hidalgo County Texas, according to the map or plat thereof recorded in Volume 24, page 47-A, Map Records, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

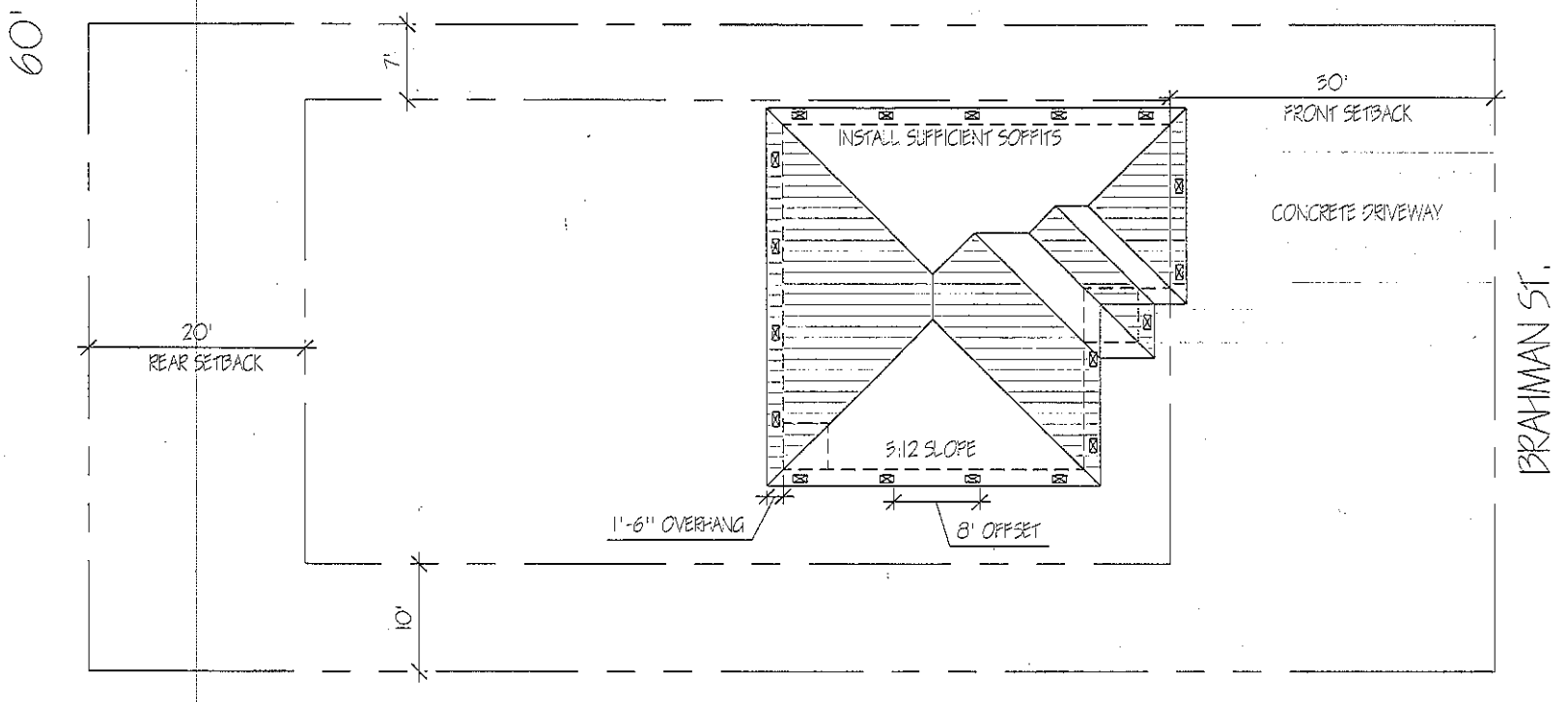


URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 8	SANTIAGO & FELIPA HERNANDEZ 1364 BRAHMAN MERCEDES, TX	1037 SQ. FT.

LOT 108, VALLE DE PALMAS UT 1



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter. Install both a ramp, steps and railings as per owners request of location. In addition, remember to replace septic tank if needed and is more than 10 yrs old. House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

1 ROOF / PLOT PLAN

SCALE: 1" = 1'-0"

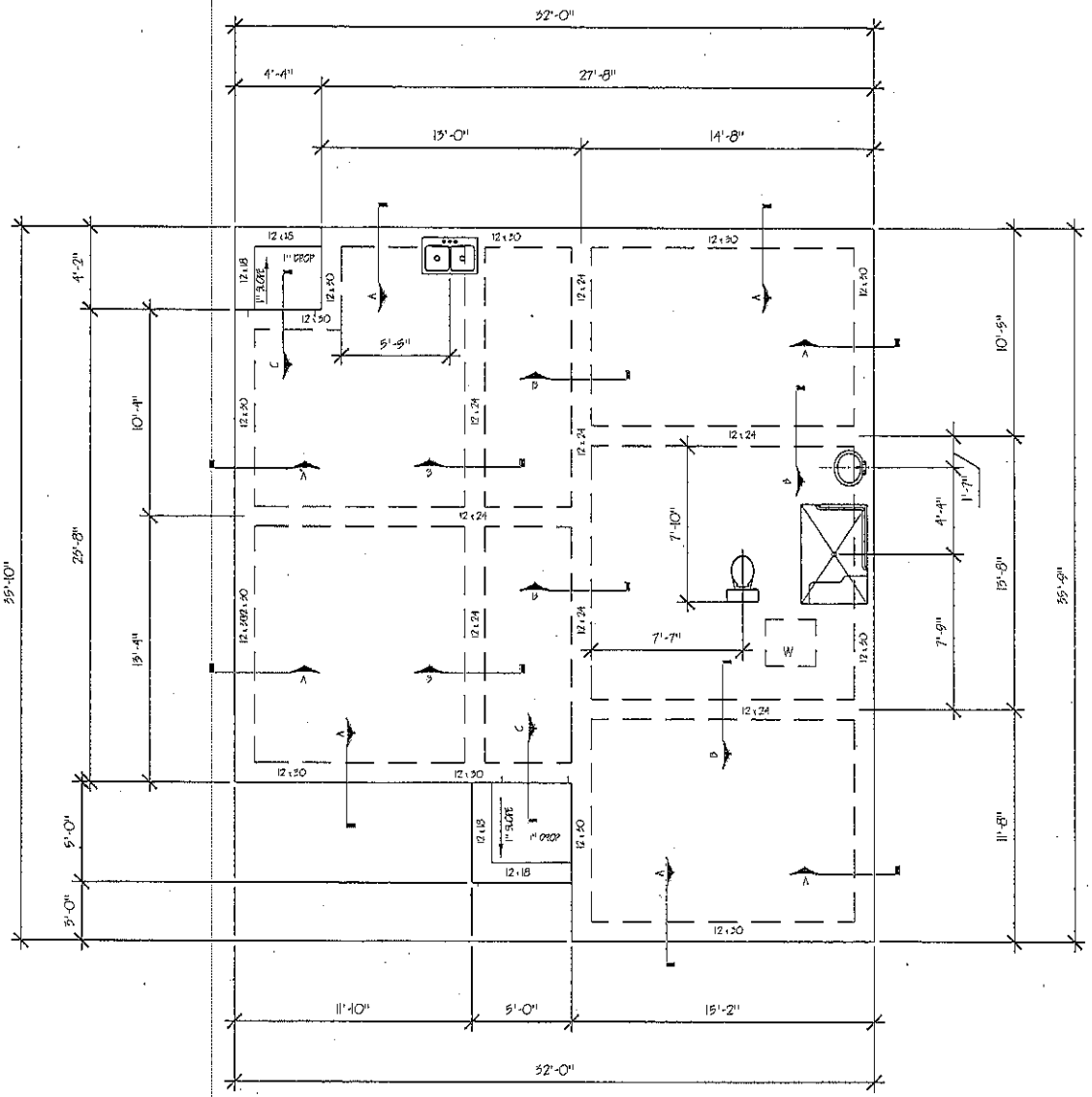
TOTAL AREA 1057 SQ. FT.

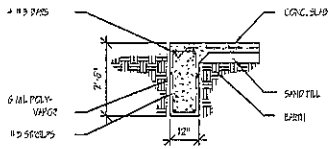
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

SANTIAGO & FELIPA HERNANDEZ
1356-A BRAHMAN MERCEDES, TX

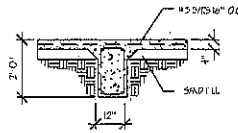
2 OF 3





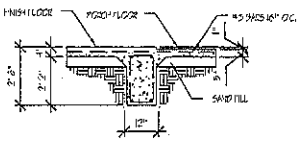
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL.

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #3 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

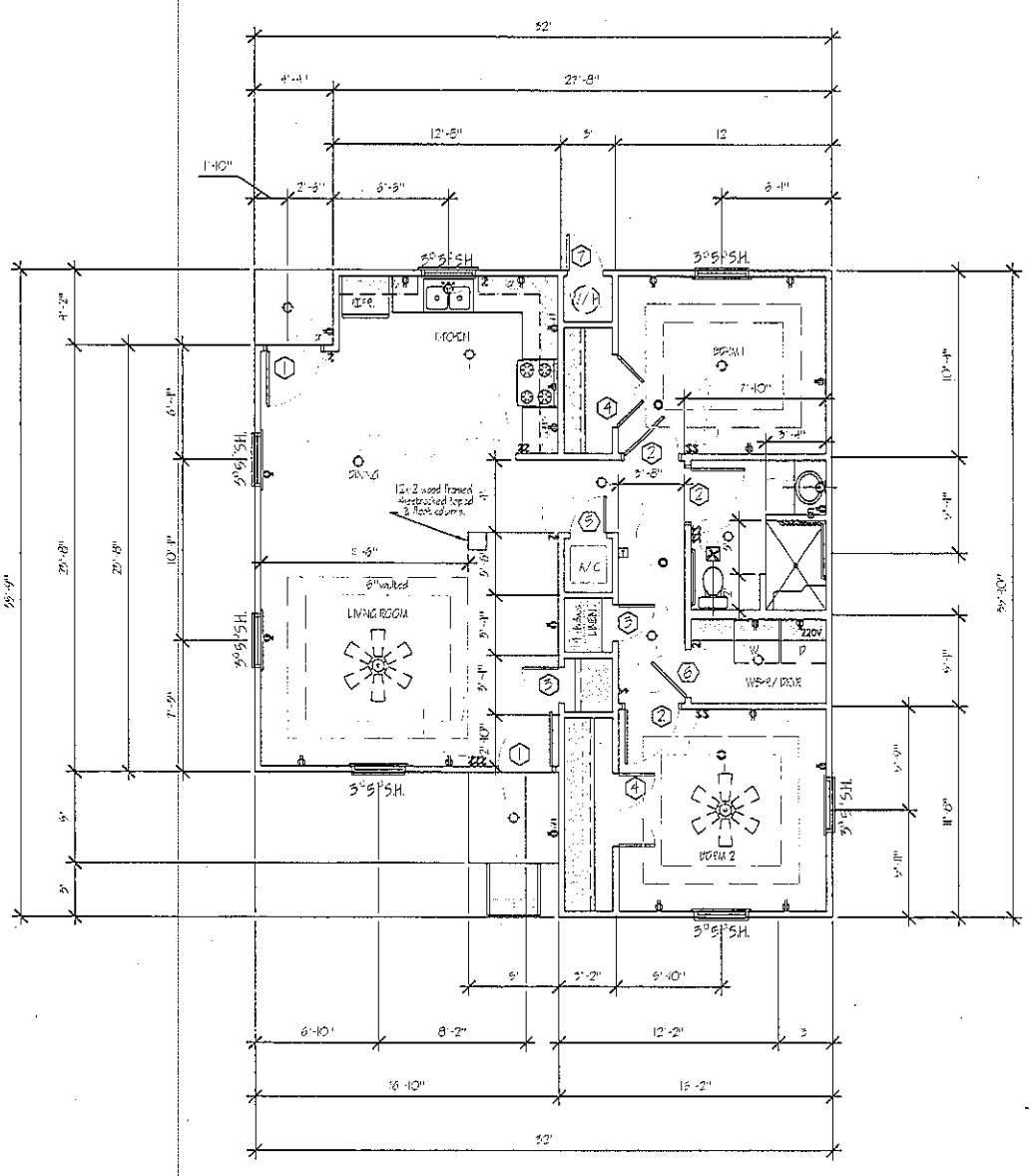
-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

FOUNDATION PLAN

TOTAL AREA
1057 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

SANTIAGO & FELIPA HERNANDEZ
1364 BRAHMAN MERCEDES, TX



SQUARE FOOTAGE

LIVING AREA	894
PORCH/ PATIO	43
TOTAL SQ. FT.	937

ELECTRICAL LEGEND

SH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT	$ LIGHT SWITCH
220V 220 VOLT ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR

DOOR SCEDULE

DR#	TASK	52 X 6 8	TYPE	LOCKS
	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0	METAL W/ NON PROFILE 8 PIN LOCK	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	3'0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	(2) 2'0	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	2'0 4'0	HOLLOW CORE	PASSAGE FOR W.D CLOSET
6	INSTALL NEW UNIT	2'6	HOLLOW METAL	PASSAGE
7	INSTALL NEW UNIT	2'0	HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG

-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1' FROM PORCH FLOOR.

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.

-CLIENT IS RECEIVING CONNECTIONS FOR A GAS/ ELECTRIC PROPANE STOVE.

-INSTALL 2 MIN. OF TELEPHONE/ DATA & CABLE CONNECTIONS AS PER OWNERS REQUEST.

WITH ELECTRIC OUTLET

EXTERIOR COLOR CHOICES TO BE OR MATCH:

CUCUMBER SW 6722 — EXTRA WHITE SW 7006

INTERIOR COLOR CHOICES TO BE OR MATCH:

WHISPER GREEN SW 6213 — PURE WHITE SW 7005

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED

TO ME THIS 18 DAY OF APRIL 20 13

R. Santiago II

E. Rodriguez II

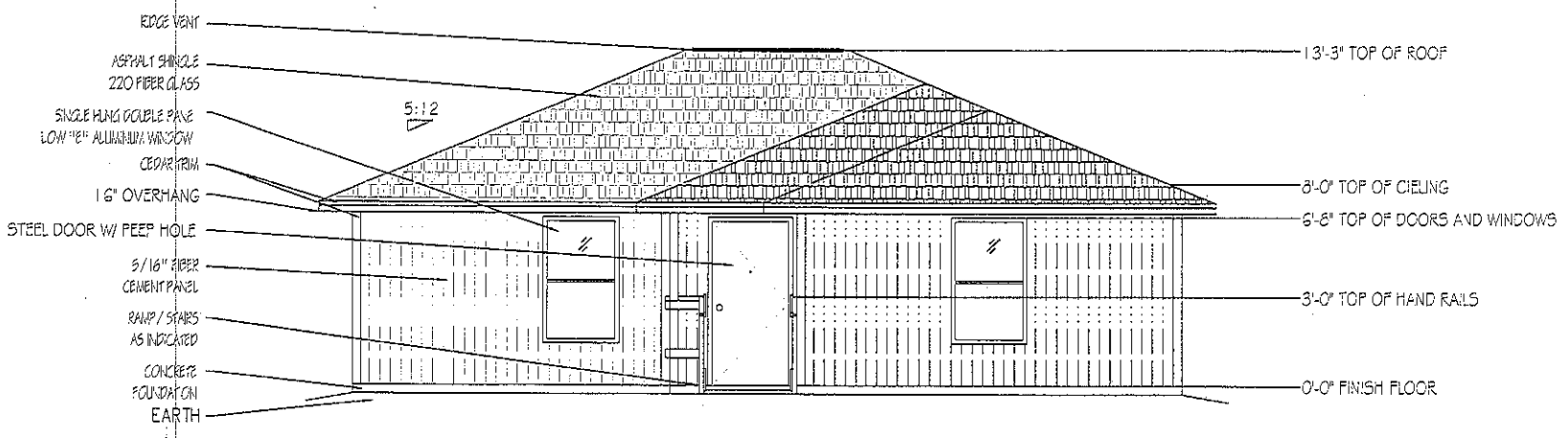
FLOORPLAN

TOTAL AREA 1057 SQ. FT.

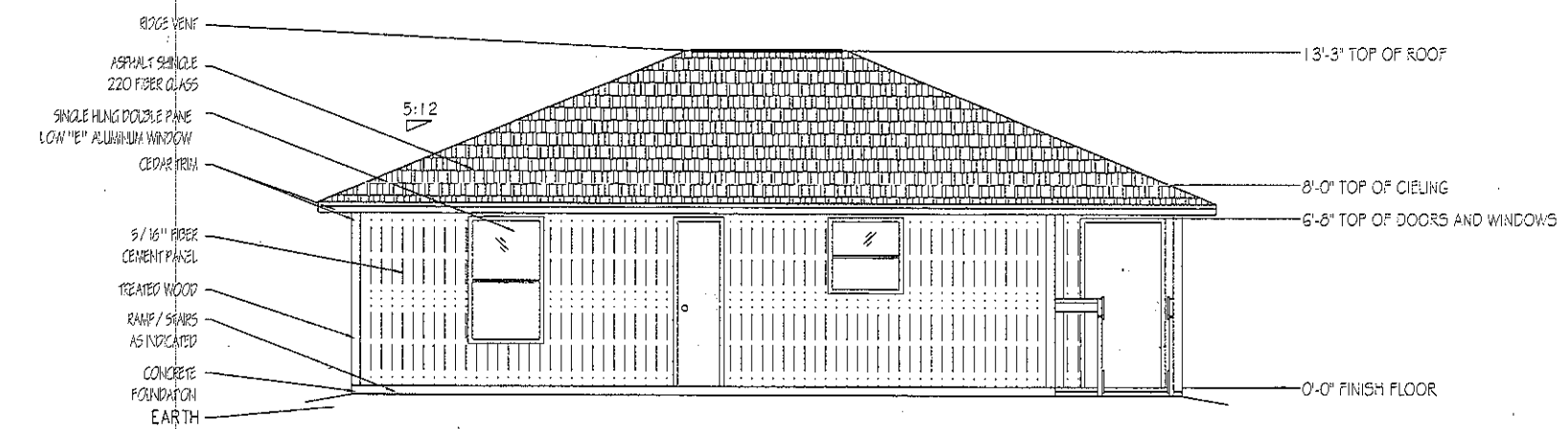
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

SANTIAGO & FELIPA HERNANDEZ
1961 GRAHAM MERCEDES, TX

1 OF 8



FRONT ELEVATION



BACK ELEVATION

URBAN COUNTY PROGRAM

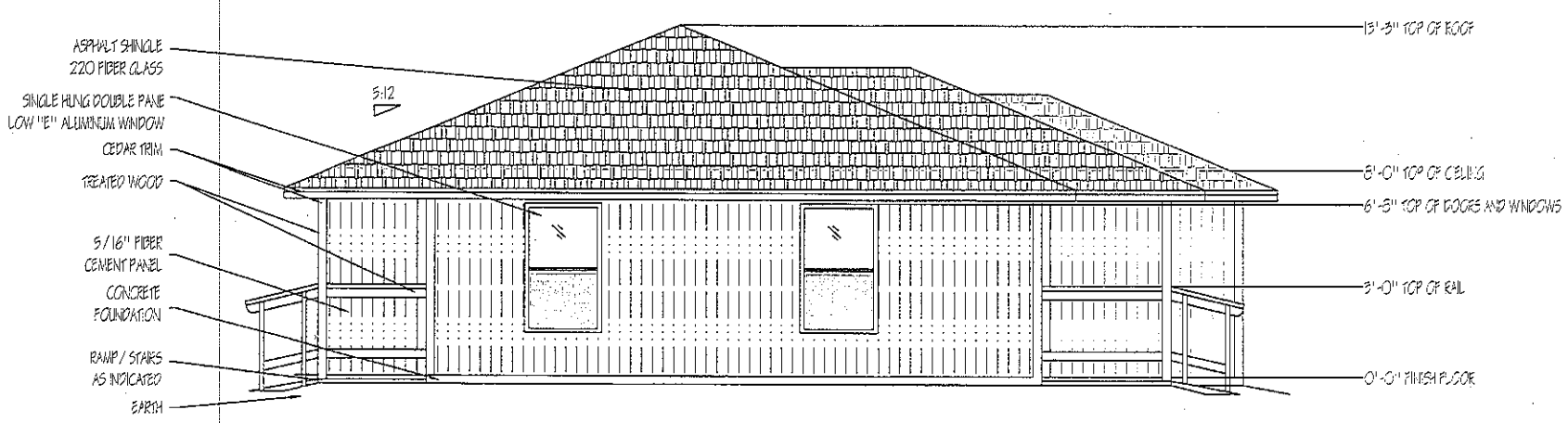
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

SANTIAGO & FELIPA HERNANDEZ

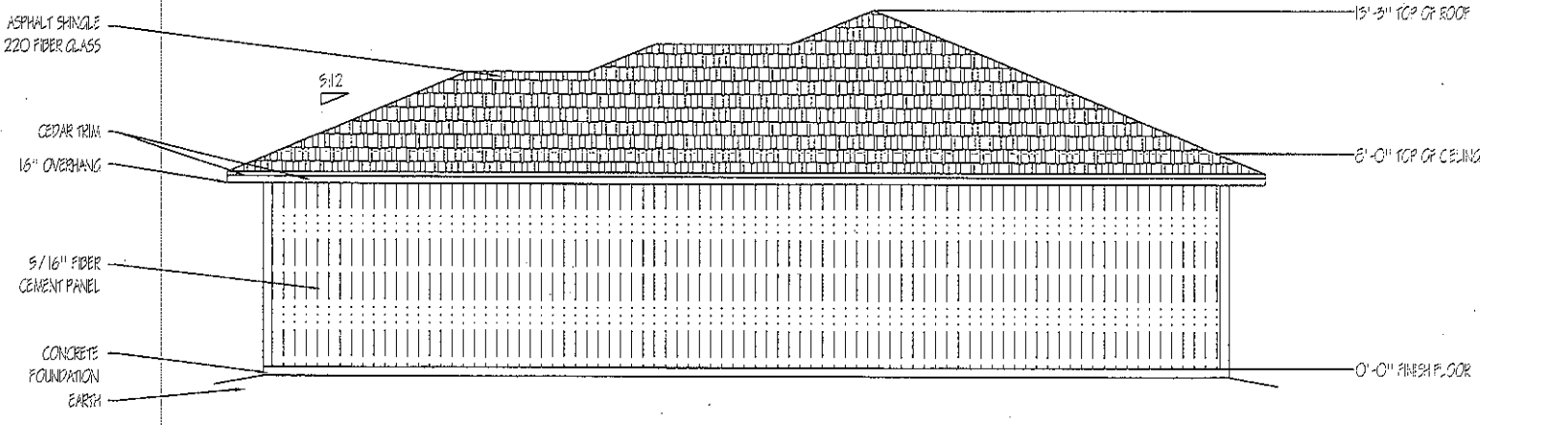
1364 BRAHMAN MERCEDES, TX

TOTAL AREA
1097 SQ.FT.

5 OF 8



RIGHT ELEVATION



LEFT ELEVATION

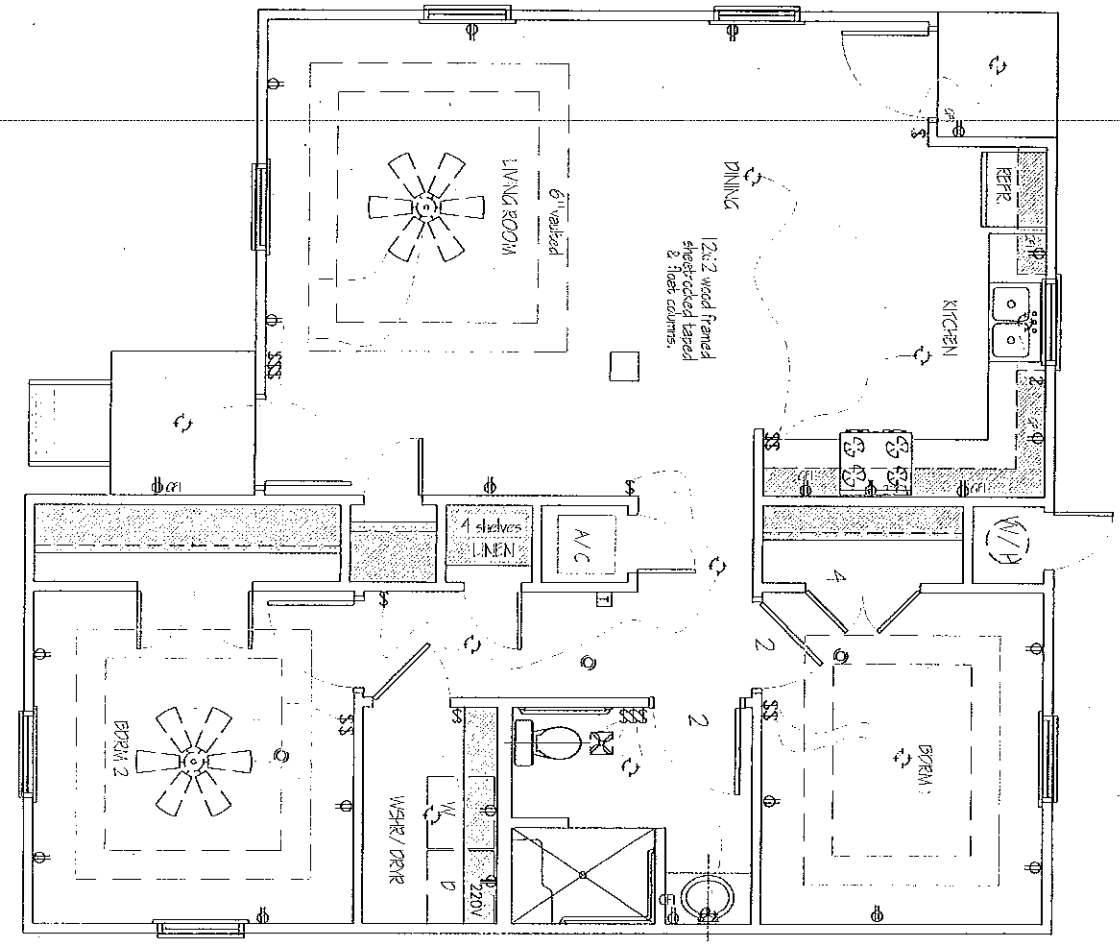
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

SANTIAGO & FELIPA HERNANDEZ
1364 BRAHMAN MERCEDES, TX

TOTAL AREA
1097 SQ. FT.

6 OF 8



ELECTICAL PLAN

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220 VOLT ELECTRICAL RECEPTACLE	T TELEPHONES
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

7 OF 8

SANTIAGO & FELIPA HERNANDEZ
1364 BRAHMAN MERCEDES, TX

TOTAL AREA
1057 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Santiago & Felipa Hernandez CASE NO.: ME 50-15-02 DATE: 4/16/15 ADDRESS: Mercedes, TX PHONE: 956-376-8671 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW - PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (**no black** shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR**. (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS. SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR. LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Santiago Hernandez

NAME OF APPLICANT

Felipa H

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 12, 2015
Demolition	May 21, 2015
Construction Start	May 22, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 20, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,740.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,740.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 5, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Juana Perez**

BORROWER'S ADDRESS:

2411 Rolando St.
Donna, Texas 78537

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,740.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,740.00,** executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$53,740.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____

Juana Perez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Juana Perez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MAY 7, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

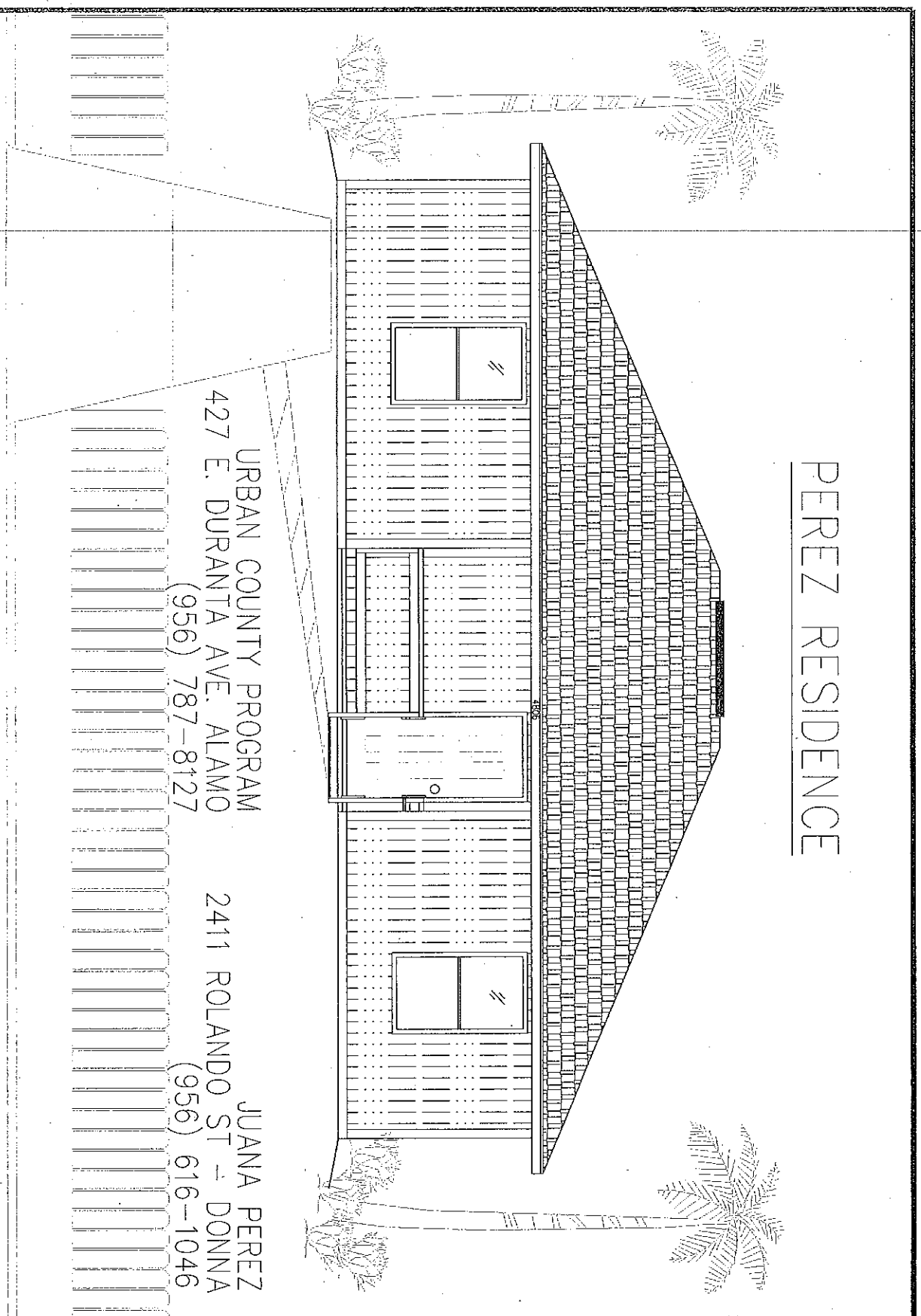
_____

Juana Perez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 10 Block 2 of the SCHROEDER SUBDIVISION, being a re-subdivision of sixty acres of Lot 1,2,3 and 4 in Block 18 of the La Donna Tract, Hidalgo County Texas, according to the map or plat thereof recorded in Volume 13, page 39, map records Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

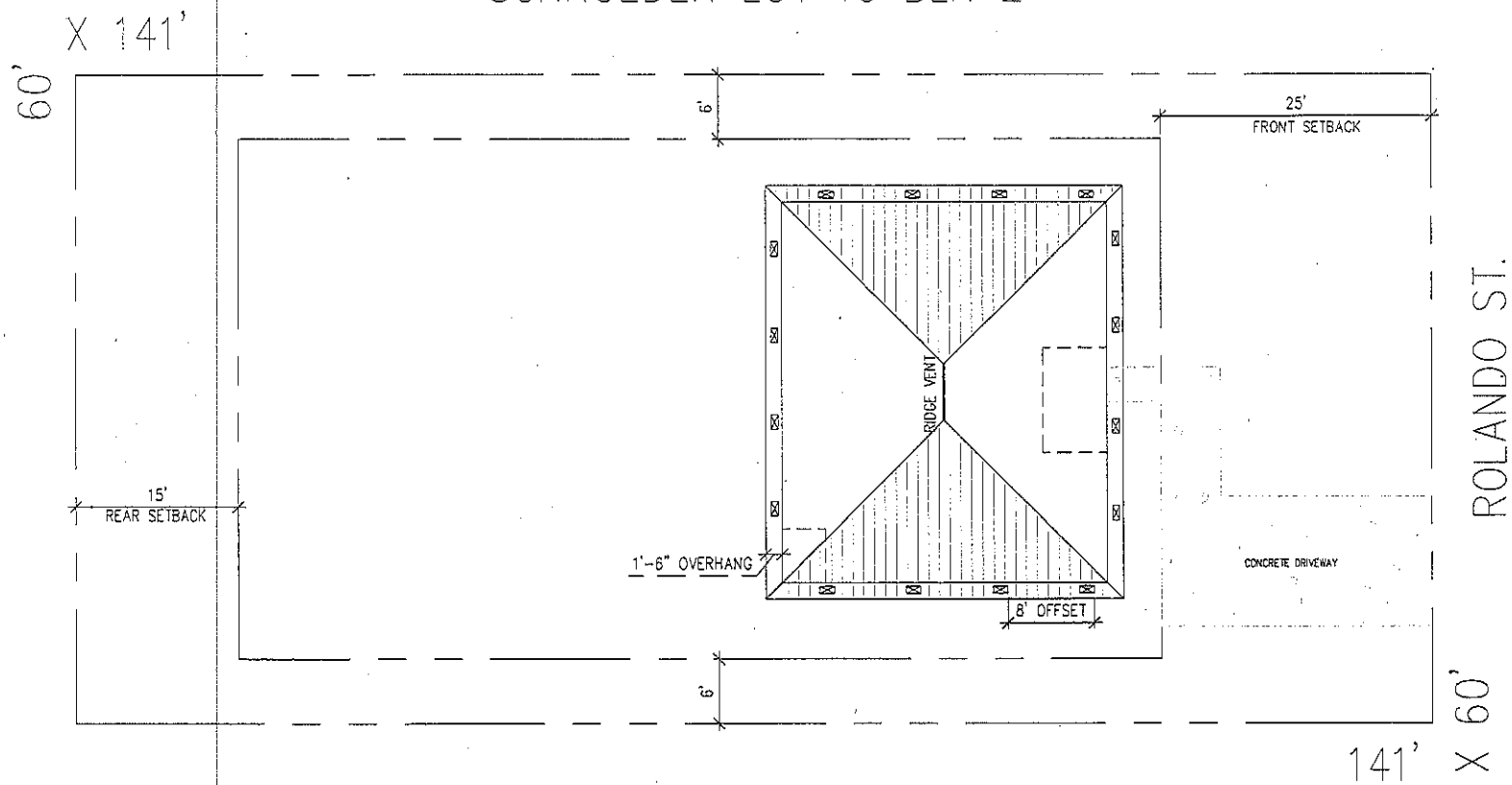


URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 8	JUANA PEREZ 2411 ROLDANDO ST. DONNA, TX	LIVING AREA 896 SQ. FT.

SCHROEDER LOT 10 BLK 2



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

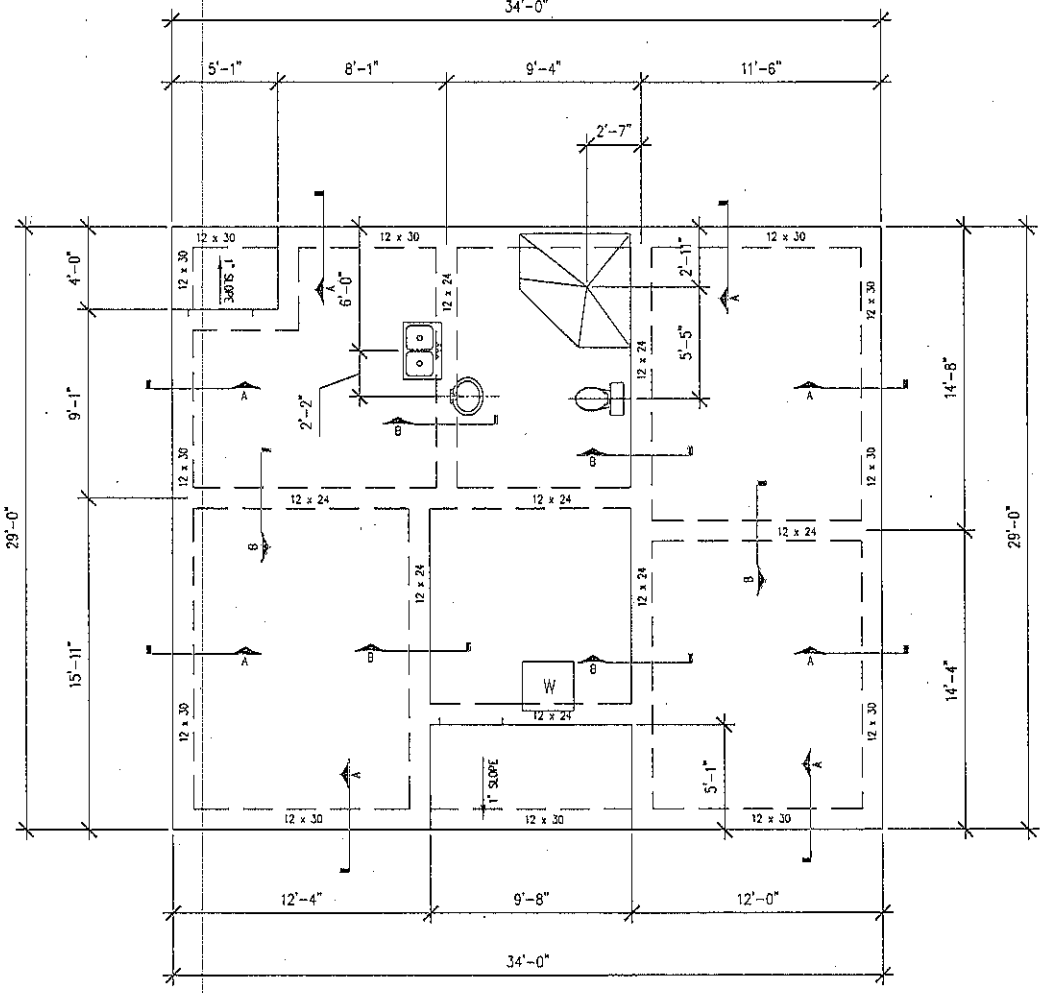
1 ROOF/ PLOT PLAN

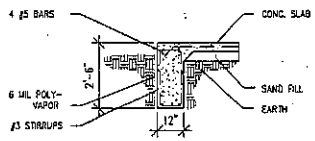
XREF SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
986 SQ. FT.

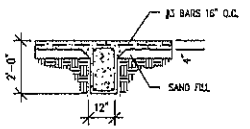
JUANA PEREZ
2411 ROLDANDO ST. DONNA, TX





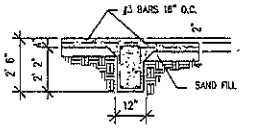
A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



C--INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

1 FOUNDATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
896 SQ. FT.

JUANA PEREZ
2411 ROLDANDO ST. DONNA, TX

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANA PEREZ

2411 ROLANDO ST. DONNA, TX

4 OF 8

LIVING AREA 986 SQ. FT.

SQUARE FOOTAGE

LIVING AREA	924
PORCH/ PATIO	62
TOTAL SQ. FT.	986

ELECTRICAL LEGEND

WH	WATER HEATER	○	LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.		LIGHT SWITCH
220	220-VOLT RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER	S	SMOKE DETECTOR
	BATH/ARROW EXHAUST FAN		MOTION SENSOR SECURITY LED LIGHT

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3'0x6'8"	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT
2	INSTALL NEW UNIT	2'6x6'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0x6'8"	HOLLOW CORE	PASSAGE FOR A/C CLOSET
4	INSTALL NEW UNIT	2'0x6'8"	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2)2'0x2'0"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'0x6'8"	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2'0x6'8"	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 8" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIONS FOR A GAS// ELECTRIC STOVE. PLEASE CONTACT ELECTRICIAN
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
WHITE
wall trim

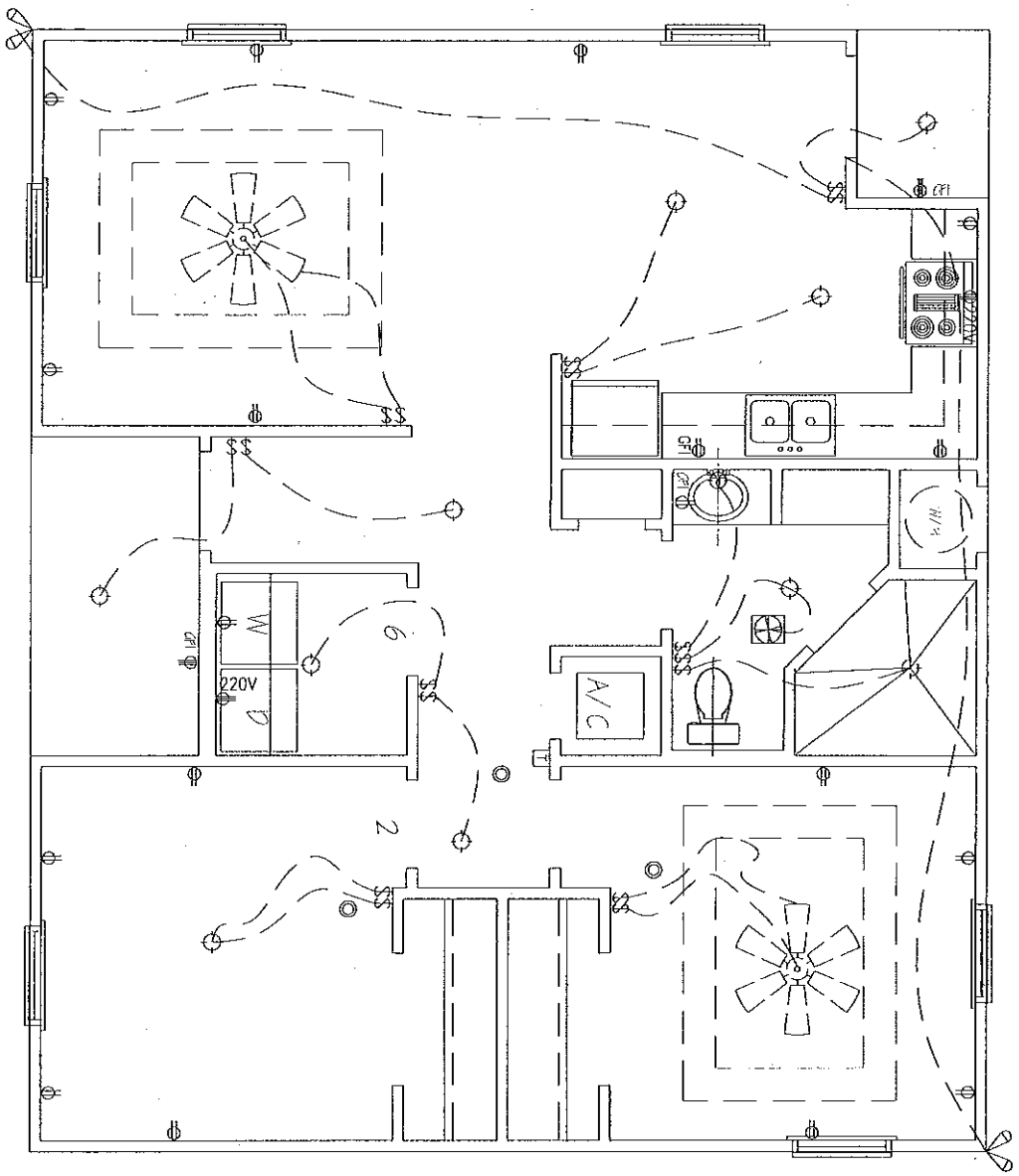
INTERIOR COLOR CHOICES TO BE OR MATCH:
LIGHT BEIGE
wall trim

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 14th DAY OF AUGUST 2015

1 FLOOR PLAN

SCALE: NTS

XREF



1 ELECTRICAL PLAN
XREF
SCALE: NTS

ELECTRICAL LEGEND

WH WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	S LIGHT SWITCH
220V 220v DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	MOTION SENSOR SECURITY LED LIGHT

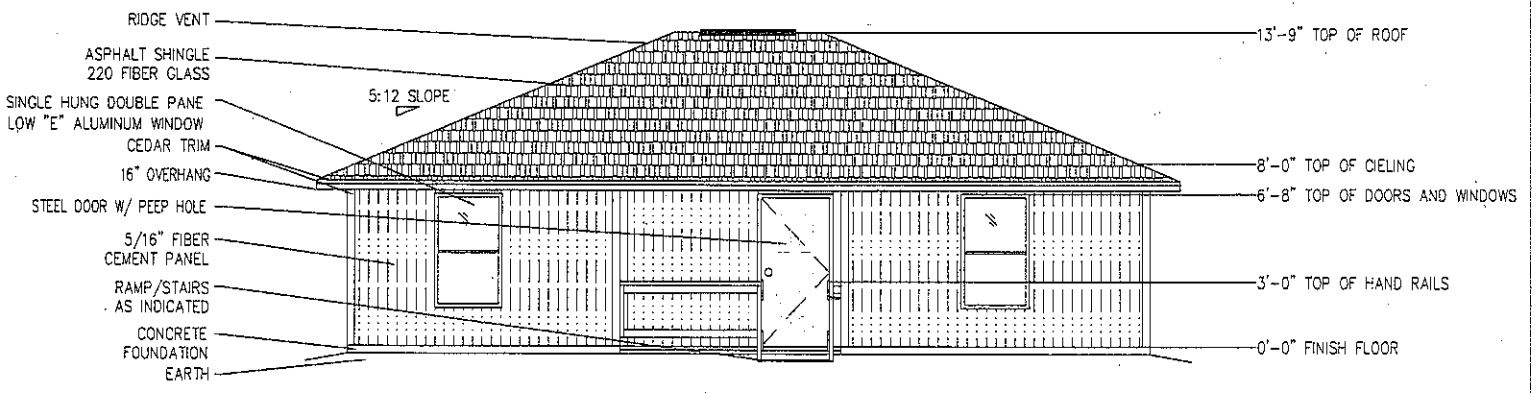
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

7 OF 8

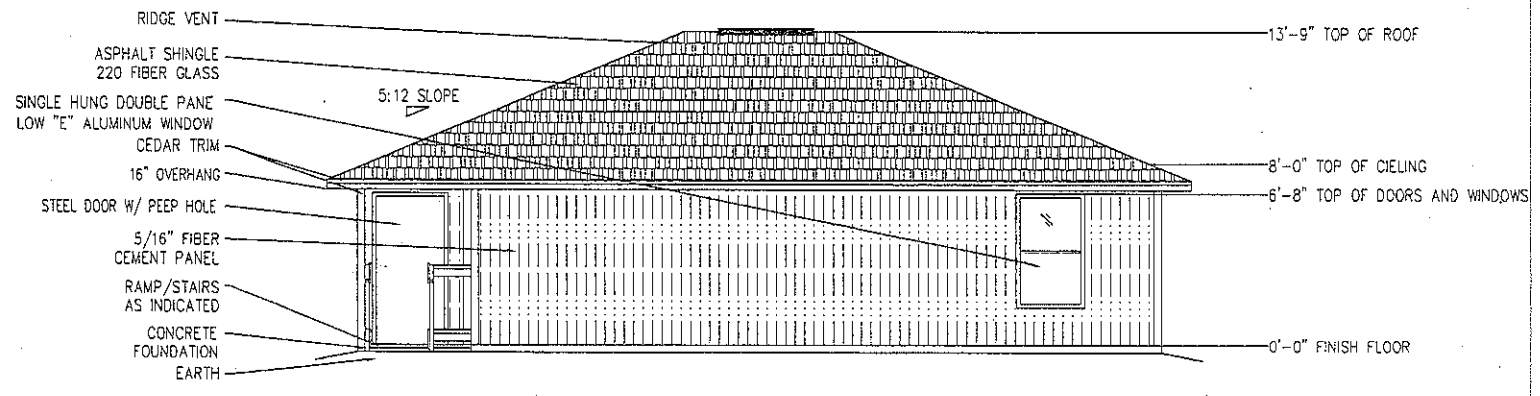
JUANA PEREZ
2411 ROLDANDO ST. DONNA, TX

LIVING AREA
986 SQ. FT.



1 FRONT ELEVATION PLAN

XREF SCALE: NTS



2 REAR ELEVATION PLAN

XREF SCALE: NTS

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUAN & JOSEFINA MORIN
244 SHAWNEE TRAIL ALAMO, TX

LIVING AREA
986 SQ. FT.

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANA PEREZ

2411 ROLDANDO ST. DONNA, TX

6 OF 8

LIVING AREA
986 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Juana Perez CASE NO.: CW 85-15-05 DATE: 4/15/15 ADDRESS: 2411 Rolando Donna , TX PHONE: 956-616-1046 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" BOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. INCLUDE CONCRETE SLAB FOR A/C UNIT. CONCRETE DRIVE-WAY THAT MEASURES 10'X25', MUST CONNECT TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK/ FAUCETS/RELATED PLUMBING.
- CABINET SINK WITH FORMICA COUNTERTOP/ FAUCETS
- SHOWER/TUB WITH RELATED PLUMBING & FIXTURES
- TOILET OF MATCHING COLOR
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH, SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.
  HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - (2) 2X12 WHERE NEEDED.

ALL EXTERIOR CEILING COVERINGS:
3/8" CD EXTERIOR PLYWOOD FOR PORCH CIELINGS.
ALL INTERIOR WALL & CEILING COVERINGS.
½" SHEETROCK FINISHED AS PER SPECS.
½ " DAMP RESISTANT SHEETROCK FOR BATH AREAS.
ALL INTERIOR CEILINGS & WALLS TO HAVE ORANGE PEEL TEXTURE.
ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF: (SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:
A FRONT PORCH FLOOR.
A SIDE/BACK PORCH FLOOR.
PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS IF FINISH GRADE IS MORE THAN 6" ABOVE ORIGINAL GROUND LEVEL OF PROPERTY.

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN R-49 FACTOR.
- INFILTRATION FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) AND SHOULD BE COMPARABLE IN QUALITY TO SHERWIN WILLIAMS PAINT. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

- SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

- BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:
- A RANGE CABINET.
- A KITCHEN FORMICA COUNTER TOP OF MATCHING COLOR.
- BUILD AND / OR INSTALL A NEW VANITY CABINET FOR EACH BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK,TOILET AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.
SECOND FLOOR TO BE BUILT WITH 2 X 12 FLOOR JOISTS @ 16" O.C.

13. ELECTRICAL GENERAL

ALL ELECRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) COMPARABLE IN QUALITY TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST. INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKER BOX, LIGT SWITCH, OR THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR.
- EACH ELECTRIACL OUTLET TO BE PLACED 15" ABOVE THE FLOOR
- ALL RECEPTICALS PLACED WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOODVENT TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING COMPARABLE IN QUALITY TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INSTALL DIGITAL THERMOSTAT. PLANS MUST BE REVIEWED BY A LICENSED A/C TECHNICIAN TO DETERMINE PROPER INSTALLATION OF VENTS, DUCTS, AND REQUIRED 2' X 2' A/C CHASE.

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

18. GENERAL NOTES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EACH BDRM & LIVING ROOM. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23 GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Juana Perez

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 12, 2015
Demolition	May 21, 2015
Construction Start	May 22, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 20, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,740.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,740.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **May 5, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Pedro F. & Mariana Vela**

BORROWER'S ADDRESS:

5018 Fox Lane
Edinburg, Texas 78539

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107,
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$53,740.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$53,740.00,** executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$53,740.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue: The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must

describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER:

_____
Pedro F. Vela

_____
Mariana Vela

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____
By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____
By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Pedro F. Vela.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Mariana Vela.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **5th** day of **May 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF MAY 7, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER:

_____

Pedro F. Vela

_____

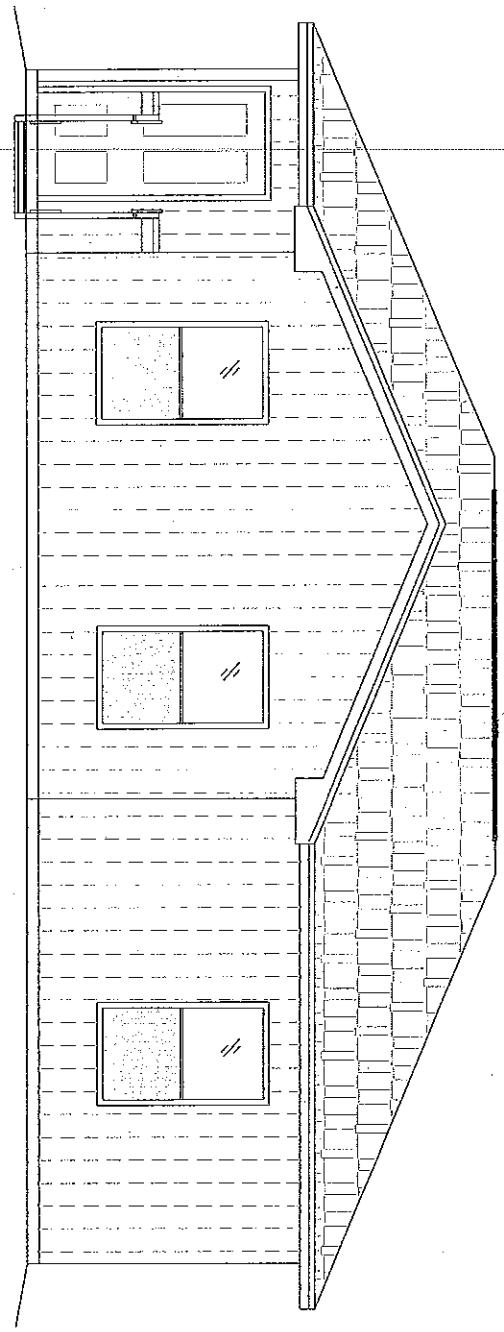
Mariana Vela

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 53, DAMIAN ACRES PHASE II, an Addition to the CITY OF EDINBURG, Hidalgo County Texas, according to the map or plat thereof recorded in Volume 36, page 162, Map Records Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

PEDRO & MARIANA VELA
5018 FOX LN – EDINBURG
956-393-9001



VELA RESIDENCE

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107– ALAMO
(956) 787-8127

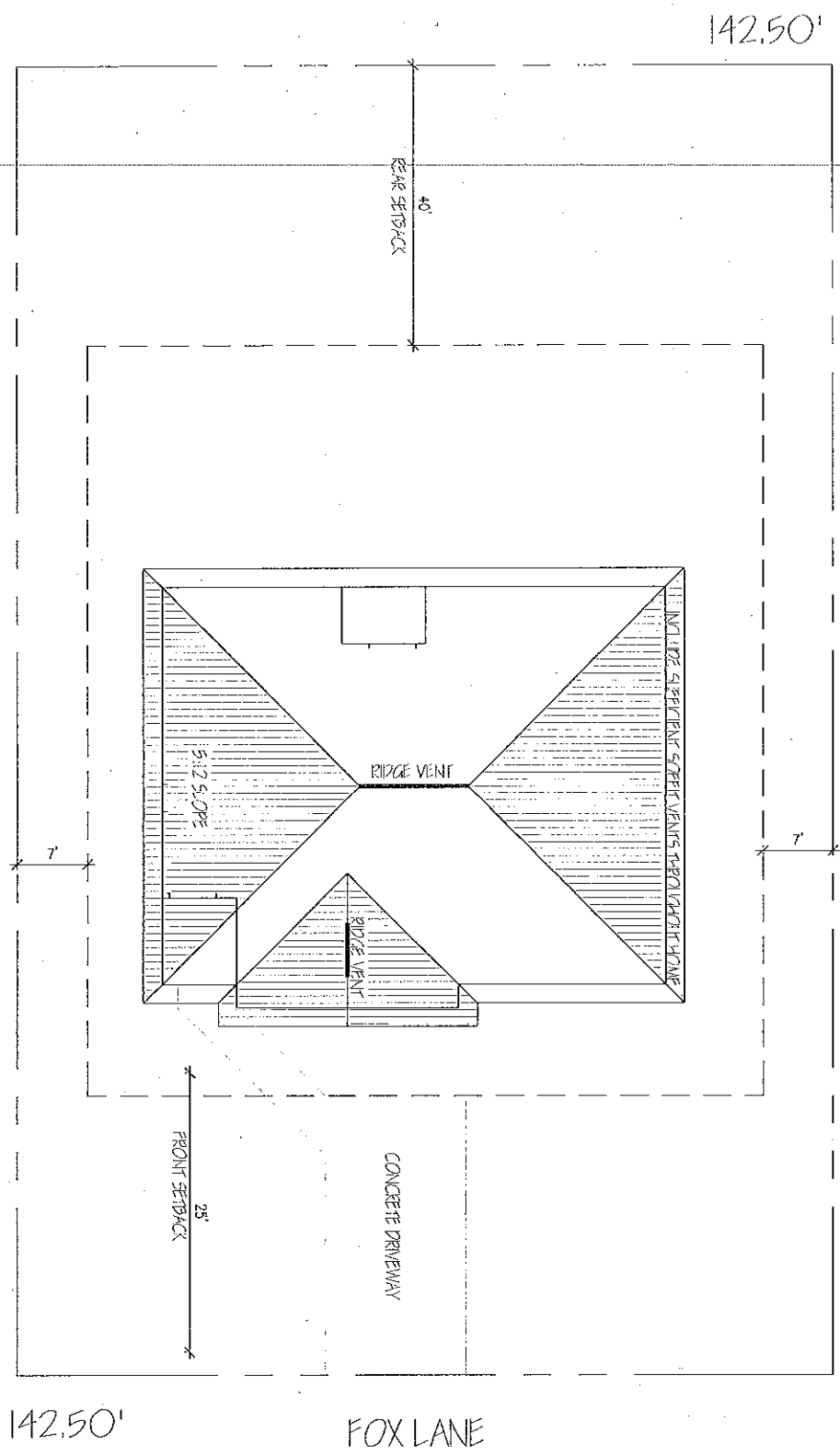
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 1

PEDRO & MARIANA VELA
5018 FOX LN. EDINBURG, TX

TOTAL AREA
1046 SQ. FT.



1 ROOF / PLOT PLAN
XREF
SCALE: N.T.S.

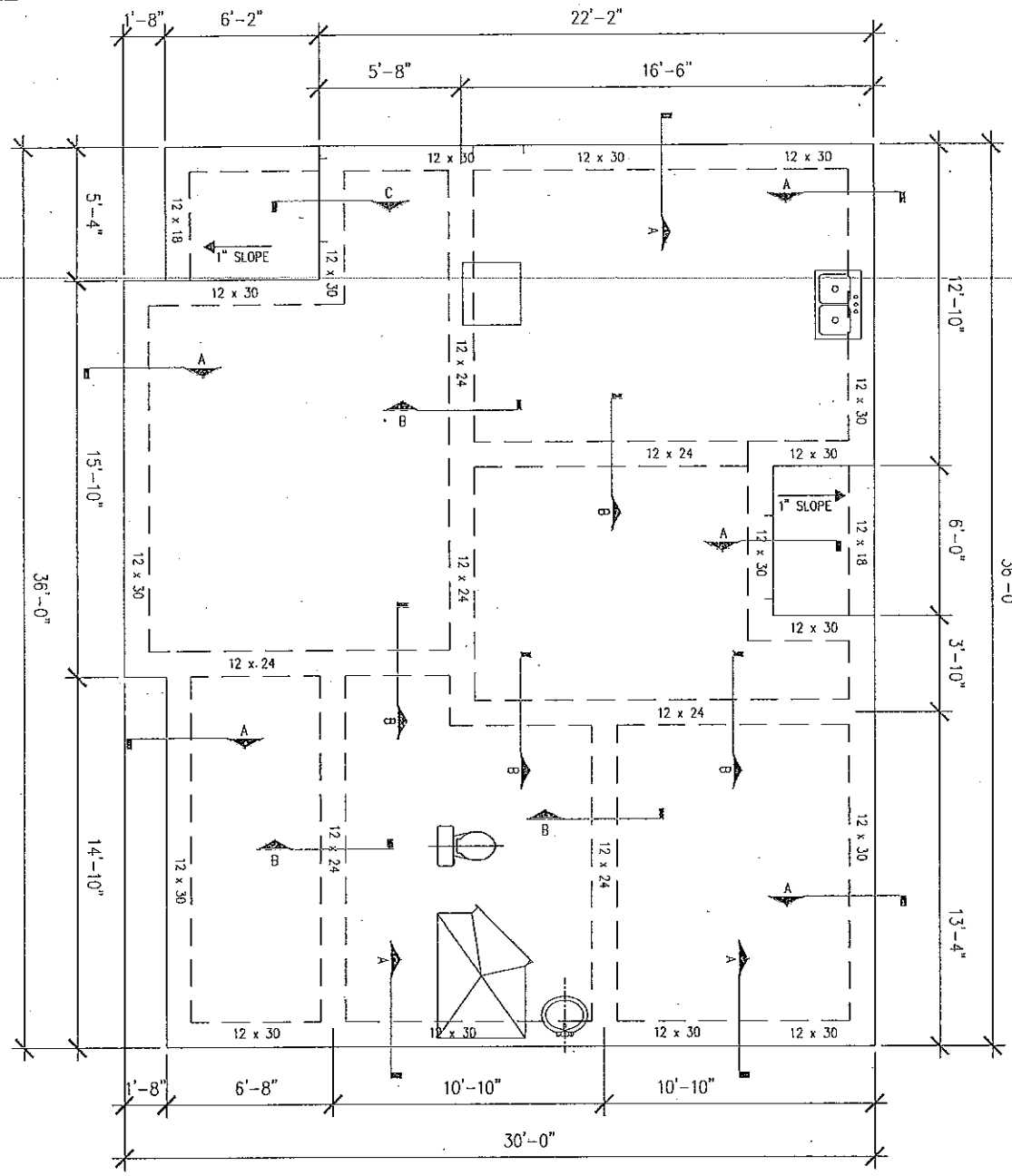
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 2

PEDRO & MARIANA VELA
5018 FOX LN. EDINBURG, TX

LIVING AREA
1046 SQ. FT.



GENERAL NOTES:

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY, AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

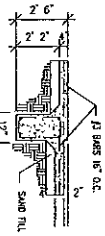
-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

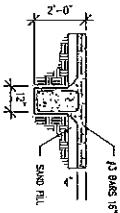
C-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



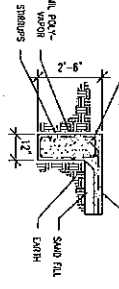
B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



A-EXTERIOR BEAM

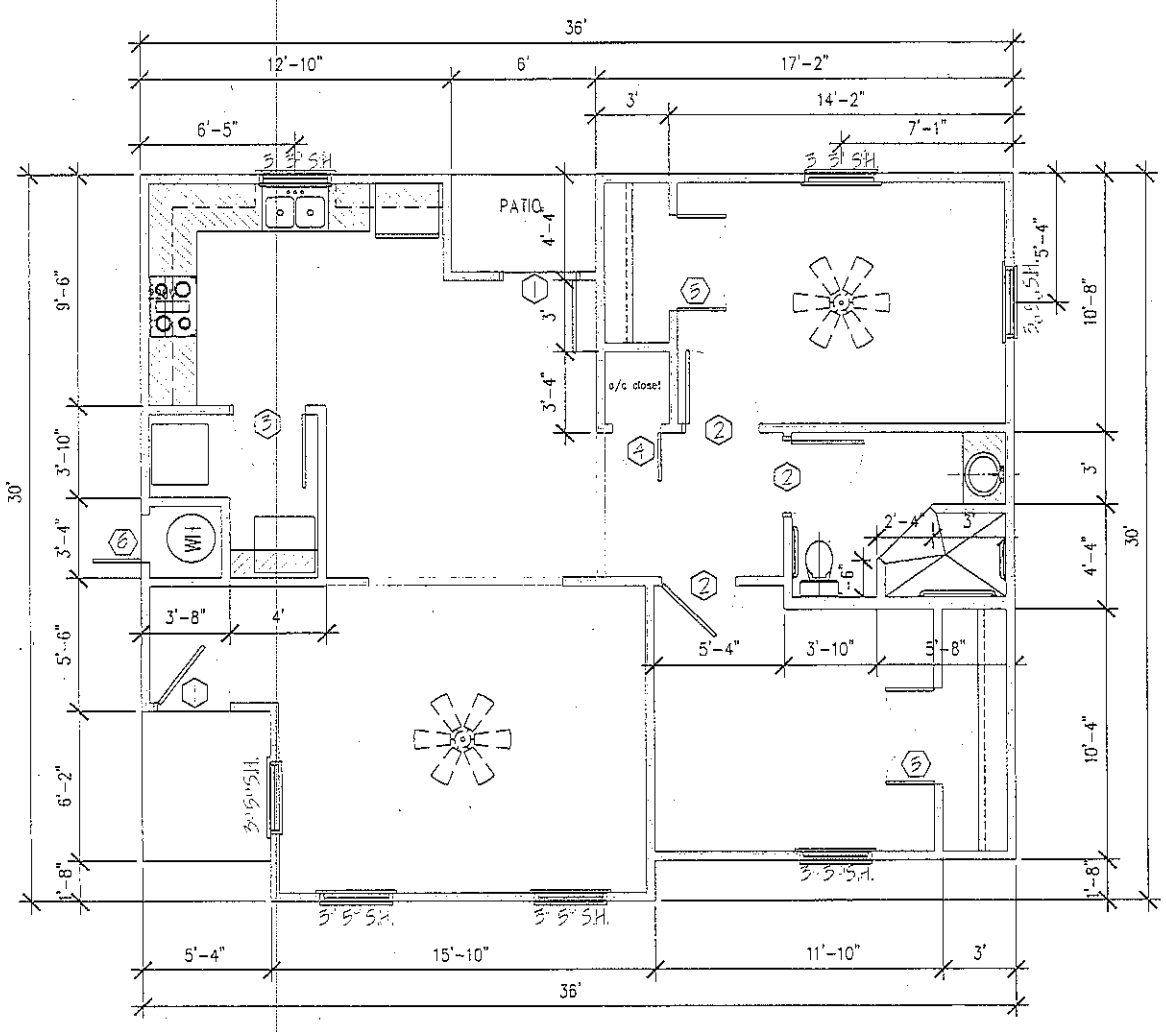
-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 3	PEDRO & MARIANA VELA 5018 FOX LN. EDINBURG, TX	TOTAL AREA 1046 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	989
PORCH/ PATIO	57
TOTAL SQ. FT.	1046

DOOR SCEDULE

DR#	TASK	SZ X 6^8	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3^0	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3^0	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3^0	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	$2^0 x 4^0$	HOLLOW CORE	PASSAGE A/C CLOSET
5	INSTALL NEW UNIT	(2) 2^0	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2^0	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT ~~IS REQUESTING~~ CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL ~~A MIN. OF TWO~~ PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SAND TRAP SW 6066 (wall) BREVITY BROWN SW 6068 (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
BAGEL SW 6114 (wall) TATAMI TAN SW 6116 (trim)

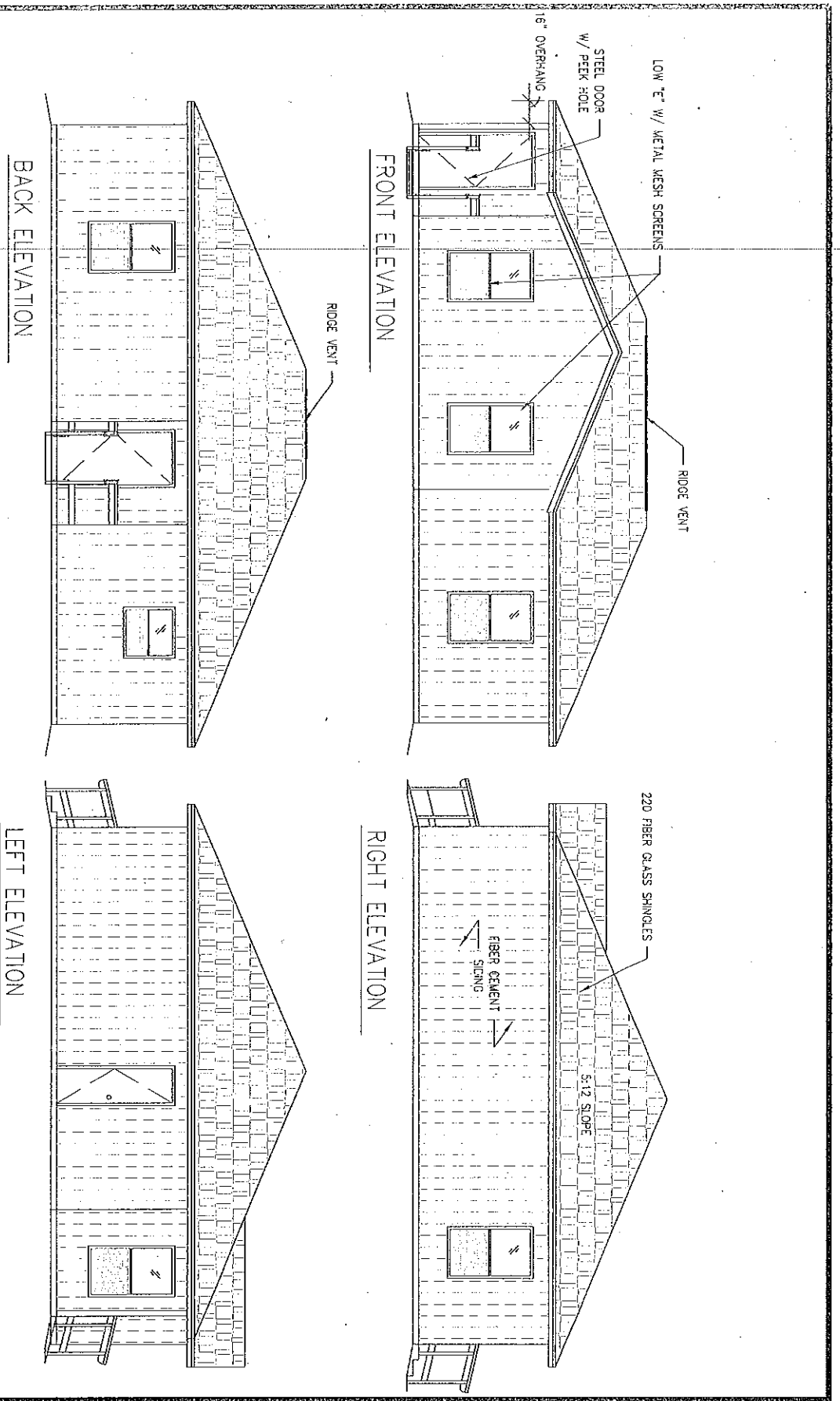
I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 15 DAY OF APRIL 2015

Mariana Vela
Pedro J Vela

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO & MARIANA VELA
5018 FOX LN. EDINBURG, TX

TOTAL AREA
1046 SQ. FT.



URBAN COUNTY PROGRAM

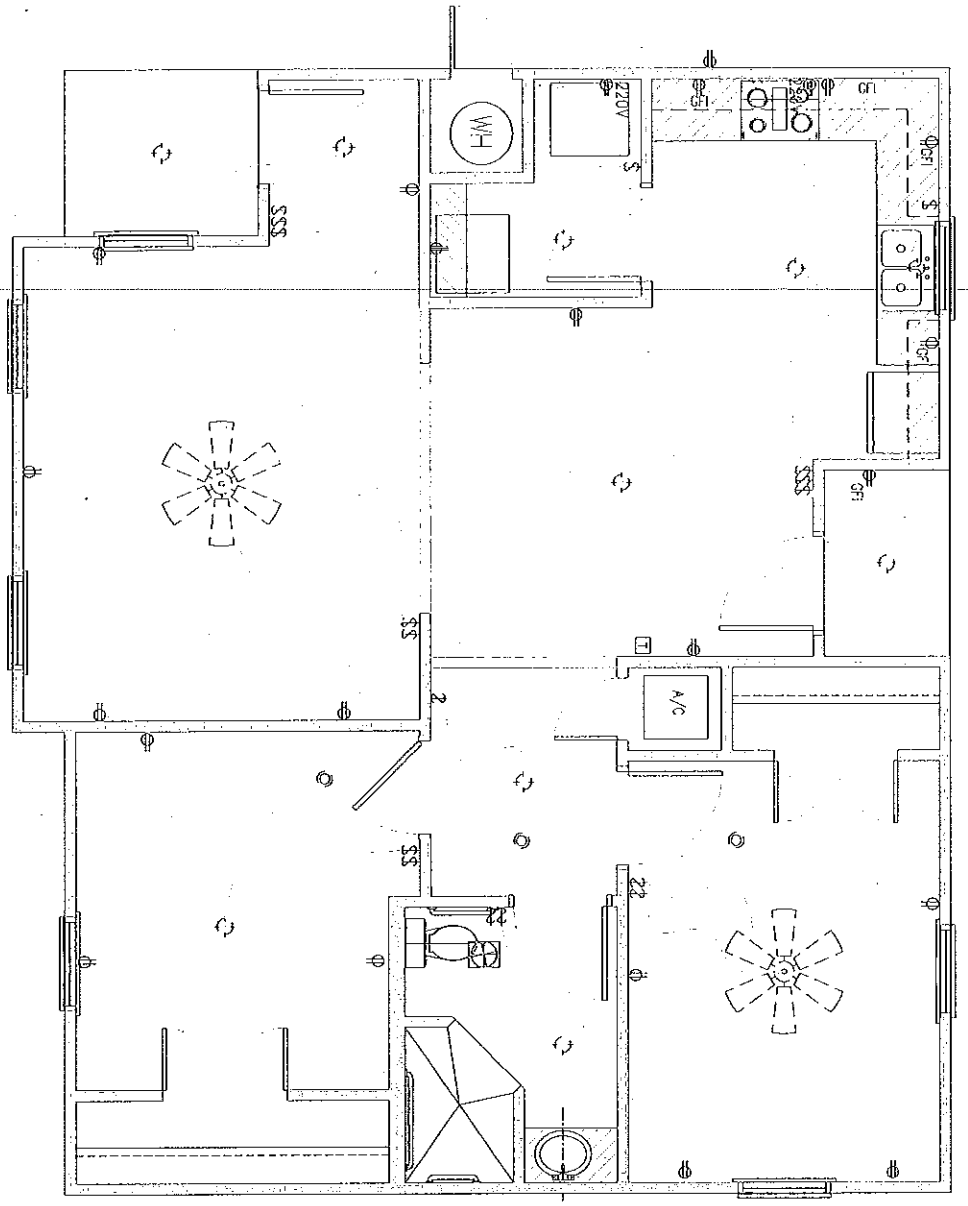
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO & MARIANA VELA

5018 FOX LN. EDINBURG, TX

TOTAL AREA

1046 SQ. FT.



ELECTRICAL LEGEND

BATHROOM EXHAUST FAN	GFI	GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
	220V	220v DUPLEX ELECTRICAL RECEPTACLE	T THERMOSTAT
		DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
	W/H	WATER HEATER	LIGHT FIXTURE

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PAGE 6	PEDRO & MARIANA VELA 5018 FOX LN. EDINBURG, TX	TOTAL AREA 1046 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) Pedro & Mariana Vela CASE NO.: CW85-15-03 DATE: 5/15/15 ADDRESS: 5018 Fox Lane, TX PHONE: 956-393-9001 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE, RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION** FOAM SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM FORMICA COUNTER TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS,
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6' OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMITS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY THROUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

P Vela J Vela

NAME OF APPLICANT

M Mariana Vela

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	May 12, 2015
Demolition	May 21, 2015
Construction Start	May 22, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	August 20, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$53,740.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$53,740.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI-49507 **Urban County** **11. B.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to approve and execute the Easement Agreement for Reciprocal Access submitted to the Hidalgo County Urban County Program (UCP) by the Cesar Chavez Foundation (CCF).

BACKGROUND

In November 2007 the County entered into an agreement with the Rufino Contreras Affordable Housing Corporation, Inc., a certified Community Housing Development Organization (CHDO), through the Edcouch Housing Development, L.P. This agreement allowed the County, through the Urban County Program, to provide an interest bearing loan of $150,000 to the CHDO for the development of a 7.7 million dollar, 76-unit multi-family housing complex utilizing low-income tax credits in Edcouch. Once the terms of the agreement were met and the units were completed, the UCP received $168,000 in payment from the CHDO, with the stipulation of compliance with 24 CFR 252(e) that states the development shall have a 20 year affordability period. Currently, the Casa Messina property is adjacent to a 3 acre tract of land that is to be developed by the CCF, the parent entity of the CHDO. This easement request would allow for access to the land through the Casa Messina property. The UCP requests authorization to approve this easement request and execute the legal document for recording.

The Easement Agreement was reviewed and approved by Steve Crain, Atlas, Hall & Rodriguez, L.L.P. on April 24, 2015.

Fiscal Impact

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 09:44 AM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Sandra Regalado Started On: 04/29/2015 10:09 AM

Final Approval Date: 05/01/2015

Housing and Economic Development

316 W. 2nd St. Ste. 600 | Los Angeles, CA 90014 | T: 213.362.0260 | F: 213.362.0265 | www.chavezfoundation.org

November 19, 2014

Diana Serna
Director
Hidalgo Urban County Program
427 E. Duranta Avenue
Alamo, Texas 78516

Dear Ms. Serna,

The Cesar Chavez Foundation is planning on building a new senior apartment building to the rear of the Casa Messina Apartments in Edcouch, Texas. This property will have access to the road, but we would also like residents to be able to access the building through the Casa Messina development. Casa Messina was originally designed with this intention in mind, so the road / driveway through Casa Messina was originally built to go up to the property line in the rear of the property.

As Casa Messina Apartments has a HOME loan through the Hidalgo Urban County Program, I am requesting your approval of the enclosed easement. I have included the easement, plat map, and site plan for your review. We hope to close by the end of the year, so I hope to hear back from you by the end of this month regarding this matter if possible. Please let me know if you have any questions and/or if you approve the easement.

Sincerely,

Robin L. Raida

Robin Raida
Director of Asset Management

PLAT OF

CASA EDCOUCH 202 SUBDIVISION

EDCOUCH, TEXAS

A 3.74 ACRE TRACT OF LAND OUT OF FARM TRACT 554, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE PLAT OF CASA EDCOUCH 202 SUBDIVISION, DO HEREBY DEDICATE TO THE CITY OF EDCOUCH ,AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISES UNDER SAID CITY, THE EASEMENTS SHOWN AND THE USE OF PRIVATE STREETS AND EASEMENTS SHOWN. THE STREETS AND EASEMENTS ARE RESTRICTED TO THE EMPLOYEES OR AGENTS OF SAID CITY, EMPLOYEES OF THE UTILITIES OPERATING UNDER FRANCHISE OF THE CITY, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

OWNER: NATIONAL FARM WORKERS SERVICE CENTER, INC.
RUFINO CONTRERAS AFFORDABLE HOUSING CORP.
2200 E. MLK JR. BLVD.
AUSTIN, TX 78702

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED _____
KNOWN TO ME TO BE THE PERSONS WHOSE NAMES SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

CERTIFICATION BY THE CHAIRMAN OF THE PLANNING & ZONING COMMISSION

I THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING & ZONING COMMISSION OF THE CITY F EDCOUCH, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATION OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
CHAIRMAN PLANNING & ZONING COMMISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, RENE BARRERA, P.E., A LICENSED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE TEXAS, LICENSE NUMBER TX. 88582, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT THE MAJORITY OF THE AREAS BEING PLATTED HEREIN AS " CASA EDCOUCH 202 SUBDIVISION" AS DESCRIBED BY METES AND BOUNDS DESCRIPTION ARE LOCATED IN FLOOD ZONE "C" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
RENE BARRERA, P.E.
LICENSED PROFESSIONAL ENGINEER, TEXAS LIC. NO. 88582

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
JOSE MARIO GONZALEZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5571
RT. 1, BOX 171--G
EDCOUCH, TEXAS 78538
(956) 369-2488

HIDALGO COUNTY IRRIGATION DISTRICT No. 9

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 9 ON THIS THE ____ DAY OF _____ 200__

_____ _____
PRESIDENT DATE

_____ _____
ATTEST: DATE

NOTE:
IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL PLAT NOTES:

1. SETBACK LINES ARE AS PER CITY ORDINANCE FOR MULTI-FAMILY DEVELOPMENT.
2. LANDS CONTAINED WITHIN THIS SUBDIVISION ARE LOCATED IN ZONE "C" (AREAS BETWEEN LIMITS OF THE 100-YEAR & 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD) ACCORDING TO THE FEMA FIRM 480334 0350 C, EFFECTIVE DATE: JUNE 6, 2000.
3. MINIMUM FINISHED FLOOR ELEVATION FOR ALL NEW CONSTRUCTION SHALL BE SET AT A MINIMUM OF 18 INCHES ABOVE NATURAL GROUND.
4. NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
5. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON M.C.D.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF M.C.D.D. NO. 9.
6. MULTI-FAMILY DESIGNATED LAND USE FOR THIS SUBDIVISION.
7. THIS SUBDIVISION SHALL BE REQUIRED TO DETAIN A TOTAL OF_____ CUBIC-FEET, _____ ACRE-FEET, OF RUNOFF.
8. THERE SHALL BE A 19 FOOT BLANKET UTILITY EASEMENT CENTERED ON ALL SANITARY SEWER AND WATER IMPROVEMENTS FOR THIS SUBDIVISION.
9. BENCHMARK IS A TEXAS DEPARTMENT OF TRANSPORTATION BM. LOCATED 40 FEET EAST FROM THE CENTER LINE OF FM 1015, 10 FEET NORTH FROM SN 107 NORTH R.O.W. LINE AND 9 FEET NORTHEAST FROM A SIGNAL POST. BENCHMARK IS STAMPED ZI080515 AND ELEVATION IS 61.49. LOCAL BENCHMARK IS TOP OF EXISTING INLET LOCATED WITHIN THE PROPOSED ELVIRA STREET R.O.W. DEDICATION, ELEVATION IS 60.20'

METES AND BOUNDS DESCRIPTION

A 3.87 ACRE TRACT (3.78 AC. MET) OF LAND OUT OF FARM TRACT 554, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 2, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS, BEING OUT OF THE SAME LAND DESCRIBED IN DOCUMENT BARRIER OFFICIAL RECORDS AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD SET AT THE NORTHEAST CORNER OF LOT 1, CASA EDCOUCH SUBDIVISION, AS PER MAP RECORDED IN DOCUMENT NUMBER 1995098 OFFICIAL RECORDS FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, WEST, WITH THE NORTH LINE OF SAID LOT 1, AT 635.60 FEET PASS A 1/2" IRON ROD SET AT THE EAST END OF A 45 FOOT DRAINAGE EASEMENT, AT 680.60 FEET IN ALL TO THE NORTHWEST CORNER OF SAID LOT 1 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE NORTH, ALONG WITHIN A DRAIN DITCH, A DISTANCE OF 190.37 FEET TO THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE EAST, AT 45.00 FEET PASS A 1/2" IRON ROD SET AT THE EAST LINE OF SAID 45 FOOT DRAINAGE EASEMENT, AT 680.60 FEET IN ALL TO THE NORTHEAST CORNER OF THIS TRACT OF LAND;

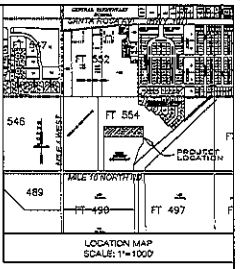
THENCE SOUTH, A DISTANCE OF 190.37 FEET TO THE POINT OF BEGINNING, CONTAINING 3.87 ACRES OF LAND (3.78 AC. NET) MORE OR LESS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

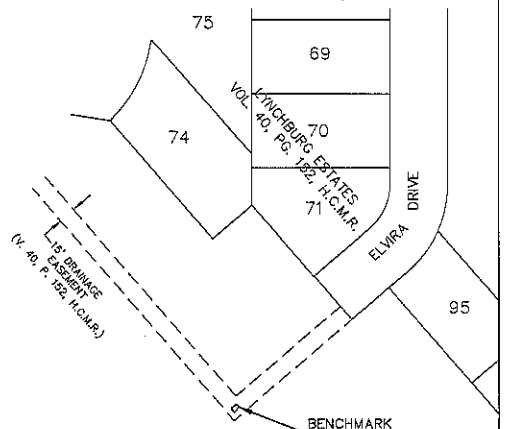
_____ _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 DATE:

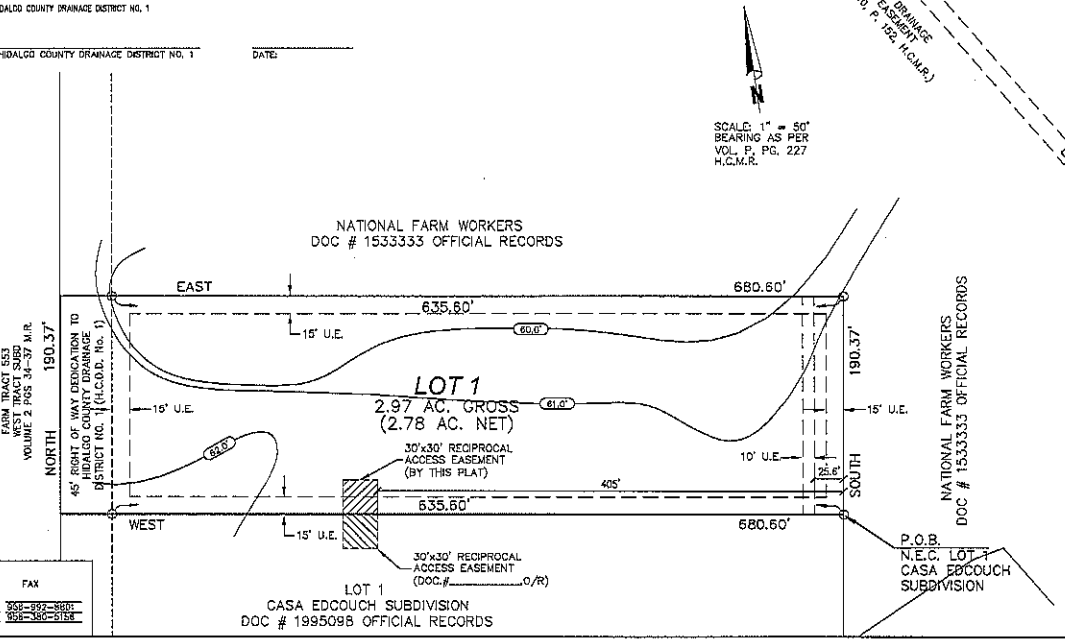


PLAT OF CASA EDCOUCH 202 SUBDIVISION IS LOCATED IN HIDALGO COUNTY, IN THE CITY OF EDCOUCH, APPROXIMATELY 660 FEET EAST OF MILE 4 WEST ROAD AND ON THE NORTH SIDE OF MILE 18 NORTH ROAD.

PREPARED BY: BARRERA INFRASTRUCTURE GROUP, INC.
6316 N 10TH STREET, BLDG. A, SUITE 102
McALLEN, TEXAS 78504

DATE PREPARED: MAY 1, 2012
DATE SURVEYED: MARCH 1, 2012





LEGEND

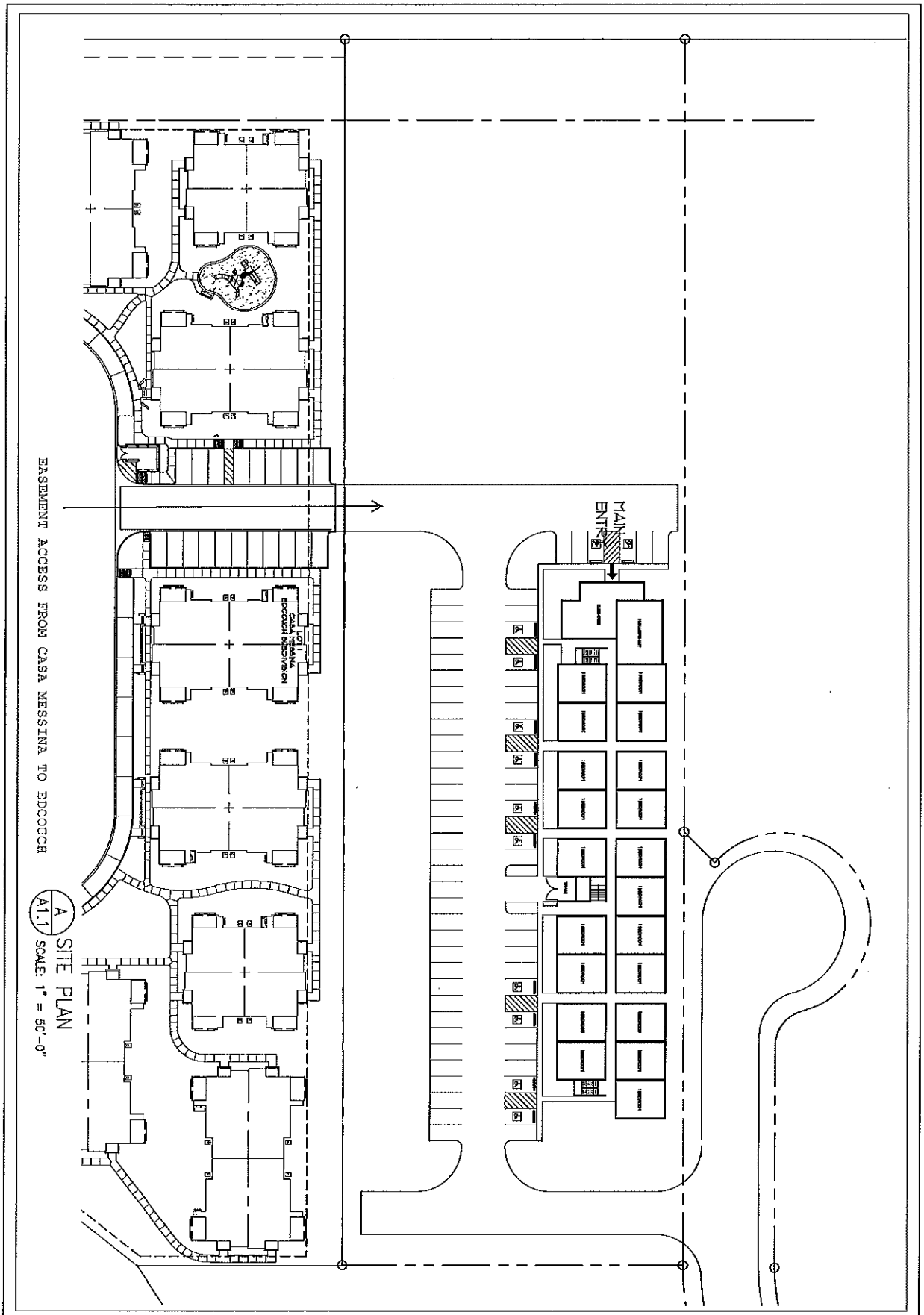
- ○ = SET 1/2 INCH IRON ROD
- ● = FD. 1/2 INCH IRON ROD
- △ = FD. CPS
- ◘ = SET NAIL

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	NATIONAL FARM WORKERS SERVICE CENTER, INC. RUFINO CONTRERAS AFFORDABLE HOUSING CORP.	2200 E. MLK JR. BLVD.	AUSTIN, TX 78702		
ENGINEER:	RENE BARRERA, P.E.	6316 N. 10TH ST. --A 102	McALLEN, TX 78504	956-687-3355	956-992-8601
SURVEYOR:	JOSE MARIO GONZALEZ, RPLS	8207 MATEO ESQUIVAR	ALTON, TX 78538	956-380-5154	956-380-5156

6316 N. 10TH ST.
BLDG. A , STE. 102
McALLEN, TX 78504
956-687-3355

S:\PROJECTS\CASA EDCOUCH 202 SUBDIVISION\CASA EDCOUCH 202 PLAT.dwg



CESAR CHAVEZ - EDCOUCH TEXAS		DYKEMA ARCHITECTS, INC.
PRELIMINARY SITE PLAN	MARCH 19, 2013	1101 OCEAN DRIVE CORPUS CHRISTI, TEXAS 78404 (361)882-8171

WHEN RECORDED, MAIL TO:

CCF
Attn: Paul S. Park
316 W. 2nd Street, 600
Los Angeles, Ca. 90012

CAPTION HEADING:

Easement Agreement for Reciprocal Access

(Termination and Restatement Easement Agreement for Reciprocal Access dated as of October 3, 2014, recorded with the County Clerk of Hidalgo County, Texas on October 16, 2014 as Document 2014-2566482)

DO NOT REMOVE

THIS IS PART OF THE OFFICIAL DOCUMENT

Easement Agreement for Reciprocal Access

Date: _____, 2015

First Party: Cesar Chavez Foundation

First Party's Mailing Address:

P.O. Box 62
Keene, CA 93531

Second Party: Edcouch Housing Development, L.P.

Second Party's Mailing Address:

2200 E. MLK Jr. Blvd.
Austin, Texas 78702

First Party's Property: A 17.03 Acre tract of land out of Farm Tract 554, West Tract Subdivision, Hidalgo County, Texas, as per map recorded in Volume 2, page 34, Map Records of Hidalgo County, Texas. This property is further described by Warranty Deed with Vendor's Lien, Doc. No. 1533333, Official Records of Hidalgo County, Texas.

Second Party's Property: All of Lot I, Amended Plat of Casa Edcouch Subdivision, as recorded by Instrument No. 1995098, Map Records of Hidalgo County, Texas.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, egress from, and access across and between First Party's Property and Second Party's Property and portions thereof.

Consideration: The sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Grants of Easements:

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to

have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property. Second Party shall compensate First Party one half (1/2) of the actual cost of the entrance drive shared on both properties within a period of 24 months from execution of this document.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an easement to, over, and across Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, to the extent that such claim arises by, through, or under Second Party but not otherwise.

The easements, rights, and appurtenances hereby granted by and between First Party and Second Party are referred to herein as the "Easements." First Party's Property and Second Party's

Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Character of Easements.* The Easements are appurtenant to and run with the Properties, and portions thereof, whether or not the Easements are referenced or described in any conveyance of the Properties, or any portion thereof. The Easements are for the benefit of the Parties and the heirs, successors, and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders").

2. *Duration of Easements.* The duration of the Easement is perpetual.

3. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement, and so long as the Easements and their use are restricted to First Party's Property and Second Party's Property consistent with the terms of the attached Consent of U.S. Bank National Association to this Easement Agreement for Reciprocal Access.

4. *Use and Location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas, driveways, and parking lots located on any portion of the Properties in exercising the Easements. A Holder may erect curbs or other barriers to traffic between the Properties owned by that Holder and adjacent portions of the Properties, including but not limited to differences in grade levels, only to the extent that such curbs or other barriers will not unreasonably interfere with or restrict direct access to and between the Properties by the Holders of other portions of the Properties and their employees, customers, and other invitees. A Holder may

erect buildings and other improvements on the portion of the Properties owned by that Holder only to the extent that the buildings and other improvements will not unreasonably interfere with the use of and access to the access areas, driveways, and parking lots on such portion of the Properties by the other Holders and their employees, customers, and other invitees. A Holder's employees, customers, and other invitees will not be entitled to park on the other Holder's Properties but will be permitted to walk or drive across and otherwise traverse the Properties to obtain ingress to or egress from the other Properties.

5. *Maintenance of Easement Property.* All access ways, driveways, and parking lots located on the Properties must be maintained at a level of appearance and utility consistent with the highest industry standards then prevailing for similarly used properties in the market in which the Properties are located. Each Holder will be solely responsible for the costs of maintaining the access ways, driveways, and parking lots located on that Holder's Properties. If a Holder does not perform the required maintenance then any other Holder, after giving the nonperforming Holder thirty days' written notice, will have the right to perform the maintenance and receive reimbursement from the nonperforming Holder. Reimbursement will be payable on demand and include the costs of the maintenance, plus interest at the highest rate permitted by law (or if no maximum rate is prescribed by law, at the rate of 18 percent per year).

6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of the Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal

remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. *Attorney's Fees.* If either Party retains an attorney to enforce this agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. *Binding Effect.* This agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

13. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Indemnity.* Each Party agrees to indemnify, defend, and hold harmless the other Party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision

of this agreement by the indemnifying Party.

15. *Integration.* This agreement contains the complete agreement of the Parties and cannot be varied except by written agreement of the Parties. The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

16. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

17. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

18. *Recitals.* Any recitals in this agreement are represented by the Parties to be accurate, and constitute a part of the substantive agreement.

19. *Time*. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

20. *Termination and Restatement of Easement Agreement for Reciprocal Access*. This Easement Agreement for Reciprocal Access restates in its entirety that certain Easement Agreement for Reciprocal Access dated as of October 3, 2014, recorded with the County Clerk of Hidalgo County, Texas on October 16, 2014 as Document 2014-2566482 ("Existing Easement Agreement for Reciprocal Access"). The Existing Easement Agreement for Reciprocal Access is hereby terminated.

CESAR CHAVEZ FOUNDATION,
a California non-profit corporation

By: _____
Paul S. Park, Secretary

EDCOUCH HOUSING DEVELOPMENT, L.P.,
a Texas limited partnership

By: Aguila Village Housing Development GP, LLC,
a Texas limited liability company,
its General Partner

By: Rufino Contreras Affordable Housing Corporation, Inc.,
a Texas non-profit corporation,
its Sole Managing Member

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by Paul S. Park, Secretary of the Cesar Chavez Foundation, a California non-profit corporation, on behalf of said entity.

_____
Notary Public, State of _____
Name:
My Commission Expires:

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by _____, _____ of Rufino Contreras Affordable Housing Corporation, Inc., a Texas non-profit corporation, sole managing member of Aguila Village Housing Development GP, LLC, a Texas limited liability company, general partner of Edcouch Housing Development, L.P., a Texas limited partnership, on behalf of said entities.

_____
Notary Public, State of _____
Name:
My Commission Expires:

The Cesar Chavez Foundation, a California non-profit corporation, formerly known as National Farm Workers Service Center, Inc., a California non-profit corporation, joins in this Easement Agreement for Reciprocal Access for the sole purpose of agreeing to the termination of the Existing Easement Agreement for Reciprocal Access pursuant to Section 20.

CESAR CHAVEZ FOUNDATION,
a California non-profit corporation,
formerly known as National Farm Workers Service Center, Inc., a California non-profit corporation

By: _____
Paul S. Park, Secretary

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by Paul S. Park, Secretary of the Cesar Chavez Foundation, a California non-profit corporation, formerly known as National Farm Workers Service Center, Inc., a California non-profit corporation, on behalf of said entity.

_____
Notary Public, State of _____
Name:
My Commission Expires:

CONSENTS

U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank"), holder of a Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust") of first priority on Second Party's Property, which Deed of Trust secures a Loan Agreement between Bank and Second Party dated as of November 26, 2007, as thereafter amended, originally providing for a Construction Loan in the maximum principal amount of $400,000.00 and a Convertible Loan in the maximum principal amount of up to $1,500,000.00 (collectively, "Loans"), herewith provides its consent, and continuing consent, to the above grants of easements, including the terms and conditions of the grants, and Bank herewith subordinates the lien of its Deed of Trust to the rights and interest of the First Party and the Second Party, and their heirs, successors, and assigns, so that a foreclosure of said Deed of Trust shall not extinguish the rights and interest of the First Party and/or the Second Party, which such consent and continuing consent by Bank is specifically conditioned upon the development of First Party's Property not to exceed forty-one units of senior living, so long as the Loans shall not be paid in full.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____

STATE OF _____§
§
COUNTY OF _____§

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by _____, _____ of U.S. Bank National Association, on behalf of said entity.

_____
Notary Public, State of _____
Name:
My Commission Expires:

Hidalgo County, Texas, ("HC") as the holder of a separate lien on the Second Party's Property, consents to the above grants of easements, including the terms and conditions of the grants, and HC subordinates its lien to the rights and interest of the First Party and/or the Second Party, and their heirs, successors, and assigns, so that a foreclosure of the HC lien will not extinguish the rights and interest of the First Party and/or the Second Party.

HIDALGO COUNTY, TEXAS

By: _____
Name: _____

STATE OF _____§
§
COUNTY OF _____§

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by _____, _____ of Hidalgo County, Texas, on behalf of said entity.

_____
Notary Public, State of _____
Name:
My Commission Expires:

[CONSENTS AND SIGNATURES CONTINUE ON NEXT PAGE]

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, consents to the above grants of easements, including the terms and conditions of the grants.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By: _____
Name: _____
Title: _____

STATE OF _____§
§
COUNTY OF _____§

This instrument was sworn and subscribed to before me on this ____day of _____, 2014, by _____, _____ of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas, on behalf of said entity.

_____
Notary Public, State of _____
Name:
My Commission Expires:

AI-49517 **Urban County** **11. C.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the City of La Joya, is requesting consideration and action to award and enter into a construction contract with RG ENTERPRISES dba G & G Contractors for a Parks, Recreational Improvements project in the amount of $349,065.68, utilizing funds from the UCP Year 19, 24, 25, 26 & 27 (2006, 2011, 2012, 2013 & 2014) Parks, Recreational Facility Improvements line item and City of La Joya General Funds.

BACKGROUND

The bid opening was held on March 18, 2015 and the lowest responsible bidder meeting all specifications and/or requirements was RG ENTERPRISES dba G & G Contracting. The project involves the final phase of construction for Military Park. Please see attached letter of recommendation by the project architectural firm, city's recommendation letter and contractor's general liability insurance. Project architectural firm is Alcocer Garcia Associates, Inc. In order to satisfy the contract amount UCP will be paying $237,372.83 out of UCP City of La Joya Parks, Recreational Facility Improvements line item and the additional funding in the amount of $111,692.85 will be allocated thru the City of La Joya General Fund.

Contractor: RG ENTERPRISES DBA G & G CONTRACTORS

Contract Amount: $ 349,065.68

Available Funds:

$ 5,870.47 2006 PARKS, RECREATIONAL FACILITY IMPROVEMENTS
$ 19,136.30 2011-PARKS, RECREATIONAL FACILITY IMPROVEMENTS
$ 107,268.96 2012-PARKS, RECREATIONAL FACILITY IMPROVEMENTS
$ 71,097.11 2013-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

$ 34,000.00 2014-PARKS, RECREATIONAL FACILITY IMPROVEMENTS

$ 237,372.84 UCP- TOTAL AVAILABLE
$ 111,692.85 LA JOYA –GENERAL ADMINISTRATION

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	04/30/2015 03:54 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Sandra Regalado Started On: 04/29/2015 05:07 PM

Final Approval Date: 05/01/2015

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/21/2015

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
2167 S McColl Rd
Edinburg, TX 78539
(956)381-0951

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.

INSURED
RG ENTERPRISES LLC
DBA G & G CONTRACTORS
5125 S US HWY 281 STE 1
EDINBURG, TX. 78539
PH: 956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS COMPANY	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMSMADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3DY2619	03/16/15	03/16/16	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	604891354	03/14/15	03/14/16	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMSMADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP - 0001221990	03/15/15	03/15/16	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CITY OF LA JOYA - MILITARY ROAD PARK
HIDALGO COUNTY URBAN COUNTY
URBAN COUNTY PROGRAM
427 E. DURANTE AVE. SUITE 107
ALAMO, TX. 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL_____ 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

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City of La Joya

"Jewel of the Valley"

April 28, 2015

Hidalgo County Urban County Program
Attn: Guadalupe Garcia, Coordinator
427 E. Duranta, Suite#107
Alamo, Texas 78516

RE: Lowest Bid Approval – La Joya Military Park
Project No. #5010-40-0306-5000-4000-UCP-GVG

Dear Ms. Garcia:

Let this letter serve as approval to accept G&G Contractor in the amount of $349,065.68 for the Military Park Project.

If you should have any questions or require additional information please do not hesitate to contact me at 956-581-7002.

Respectfully,

Mike Alaniz, City Administrator

MA/jrs

S&B INFRASTRUCTURE, LTD.

April 28, 2015

Ms. Diana Serna
UCP Director
Hidalgo County, Texas.

Re: City of La Joya Military Park.
BID: 5010-40-0306-5000-4000-UCP-GVG
Recommendation of Award

On Tuesday, March 18, 2015 at 9:58 AM, bids were opened on the above referenced project by Urban County Department, Hidalgo County. A total of two (2) bids were received. The bid tabulation for the project with individual bid items is attached.

The lowest bid received was from G&G Contractors in the amount of $349,065.68. The available funds from this project as of to-date are $237,372.83.

In lieu of the shortfall in funding, S&B recommends City of La Joya to fund the $111,692.85 shortfall identified by Ms. Guadalupe Garcia to complete the project.

S&B Infrastructure LTD hereby makes a recommendation to award the contract to G&G Contractor's contingent upon approval and release of funds from City of La Joya and Urban County Program, Hidalgo County.

For your convenience, we are forwarding copies of this letter and its attachments to Ms. Guadalupe V. Garcia, UCP coordinator for this project. Should you have any questions about the information contained herein, please do not hesitate to call.

Kajuluri 4/28/15

Reddy Kajuluri, P.E.
Project Engineer

Attachments: Bid Tabulation

cc: Mr. Mike Alaniz

5408 North 10th Street • McAllen, Texas 78504 • 956.926.5000 • Fax 956.994.0427

S&B INFRASTRUCTURE, LTD

CITY OF LA JOYA
MILITARY ROAD
PARK- BID TOTALS

ITEM	DESCRIPTION	QTY	G&G contractors		REIM Contractors	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	BASEBALL FIELD					
1	CHAIN LINK PANELS					
	BACKSTOPS, 20' X 10'					
	W /HOOD & WINGS	1 Ea.	$ 15,340.00	$ 15,340.00	$ 10,285.00	$ 10,285.00
2	PROTECTIVE FENCE GUARD					
	(CROWN), YELLOW	500 Lf.	$ 1.18	$ 590.00	$ 1.10	$ 550.00
3	PERIMETRAL CHAIN LINK					
	FENCE & DOGOUTS	1 Ls.	$ 24,190.00	$ 24,190.00	$ 41,294.00	$ 41,294.00
4	POLYPROPYLENE					
	WINDSCREEN (CLOSED					
	MESH), 6' HIGH	3,000 Sf	$ 1.00	$ 3,000.00	$ 0.88	$ 2,640.00
5	FOUL POLES	2 Ea.	$ 826.00	$ 1,652.00	$ 1,650.00	$ 3,300.00
6	PITCHER'S PLATE	1 Ea.	$ 94.40	$ 94.40	$ 330.00	$ 330.00
7	HOME PLATE	1 Ea.	$ 177.00	$ 177.00	$ 220.00	$ 220.00
8	BASES "BOLCO"	1 SET	$ 413.00	$ 413.00	$ 578.00	$ 578.00
9	BENCHES (DOGOUTS)	2 Ea.	$ 3,745.32	$ 7,490.64	$ 1,045.00	$ 2,090.00
10	BLEACHERS	2 Ea.	$ 11,888.50	$ 23,777.00	$ 16,500.00	$ 33,000.00
	SOCCER FIELD					
11	FOOTBALL-SOCCER					
	COMBO GOAL	2 Ea.	$ 1,357.00	$ 2,714.00	$ 3,575.00	$ 7,150.00
12	BENCHES (TEAMS)	2 Ea.	$ 3,745.32	$ 7,490.64	$ 1,045.00	$ 2,090.00
13	BLEACHERS	2 Ea.	$ 11,888.50	$ 23,777.00	$ 16,500.00	$ 33,000.00
14	IRRIGATION SYSTEM	1 Ls.	$ 61,360.00	$ 61,360.00	$ 49,500.00	$ 49,500.00
15	LANDSCAPING	1 Ls.	$ 177,000.00	$ 177,000.00	$ 192,500.00	$ 192,500.00
	BID TOTAL			**$ 349,065.68**		**$ 378,527.00**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 18, 2015 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "City of La Joya-Military Park Improvements"

BID NO.: 5010-40-0306-5000-4000-UCP-GVG | **PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM #1	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	G & G Contractors	ACKNOWLEDGED	$349,065.68	BID BOND INCLUDED
#2	REIM Construction Inc.	ACKNOWLEDGED	$378,527.00	BID BOND INCLUDED
#3				
#4				
#5				
#6				
#7				

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

CONSTRUCTION CONTRACT

This Agreement entered into this **5th day of May, 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **RG ENTERPRISES dba G & G CONTRACTORS (a corporation)** of **Edinburg,** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**La Joya-Parks, Recreational Facility Improvements**
PROJECT No.:	**5010-40-0306-5000-4000-UCP-GVG**
PROJECT DESCRIPTION:	**Military Park**

Heinafter called the project, for the sum of **($349,065.68) – Three Hundred Forty-Nine Thousand, Sixty Five Dollars and sixty-eight cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **S & B INFRASTRUCTURE, LTD.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days** thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($200.00) Two Hundred Dollars and Zero Cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Rene Garza, Owner

Name of Firm: RG ENTERPRISES dba G & G Contractors

Address: 1954 N. FM 2360
Rio Grande, Texas 78582

Federal I.D./S.S.:80-0906079

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

AI-49531 **Urban County** **11. D.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with RDH Site and Concrete, LLC for a Street Improvements Project (Old La Blanca Road (Mile 10 N. Rd.)) for a total contract amount of $310,842.45. Will be utilizing UCP – Precinct No. 1 Street Improvement funds FY's 24, 25, & 27 (2011, 2012 & 2014).

BACKGROUND

LeFEVRE Engineering and Management Consultant, LLC. prepared the specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on April 1, 2015 for the Precinct No. 1 Street improvements project Old La Blanca Road (Mile 10 N. Rd.) project. After review the project engineer recommended RDH Site and Concrete, LLC as the lowest of seven (7) qualified bidders. (See attached recommendation letter from project engineer, copy of bid tabulation sheet and certificate of insurance.)

Contractor: RDH Site and Concrete, LLC
Contract Amount: $310,842.45
Funds Available:
$ 882.06 FY 24 (2011) Street Improvements
$243,676.87 FY 25 (2012) Street Improvements
$230,973.10 FY 27 (2014) Street Improvements

Total: $475,532.03

Fiscal Impact

Attachments

Attachment
INS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:53 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Sandra Regalado Started On: 04/30/2015 02:28 PM

Final Approval Date: 05/01/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: April 1, 2015 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Old La Blanca Rd. (Mile 10 North Rd.)"

BID NO: 5014-91-0311-5000-9100-UCP-ML
Addendums No. 1 and 2 required

PROCURMENT SPECIALIST:

RFB NO.	NAME OF COMPANY	ACKNOWLDEGEMENT OF ADDENDUMS 1 & 2	BID PRICE	BID BOND OR CHECK INCLUDE
#1	Texas Cordia Construction, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$371,026.00	Bid Bond Included
#2	EISG Inc.	Addendum #1 NOT Acknowledged Addendum #2 Acknowledged	$370,211.00	NO Bid Bond Included
#3	Rojas Construction & Paving, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$335,204.98	Bid Bond Included
#4	VG Vanguard Engineering	Addendum #1 Acknowledged Addendum #2 Acknowledged	$486,718.75	Bid Bond Included
#5	RDH Site & Concrete, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$310,842.45	Bid Bond Included
#6	2GS, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$347,841.50	Bid Bond Included
#7	M-5 Texas Enterprises, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$411,683.30	Bid Bond Included
#8	Saenz Brothers Construction, LLC	Addendum #1 Acknowledged Addendum #2 Acknowledged	$375,446.00	Bid Bond Included

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

April 22, 2015

Comm. A.C. Cuellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stephens, Ste. 101
Weslaco, Texas 78596

Re: Hidalgo Co. Urban County Program – Old La Blanca Road (Mile 10 N. Rd.)
UCP No. 5014-91-0311-5000-9100-UCP-ML
LEMC No. 170

Dear Commissioner Cuellar:

On Wednesday, April 1, 2015 bids were received and opened for the Old La Blanca Road (Mile 10 N. Rd.) in Precinct 1 Hidalgo County, Texas. A total of eight (8) bids were received. Enclosed is the bid tabulation for this project.

The low base bid was submitted by RDH Site and Concrete, LLC of Pharr, Texas, in the amount of $310,842.45. We recommend that this project be awarded to RDH Site and Concrete, LLC.

Please call my office should you have any questions on the enclosed information.

Sincerely,

Emigdio Salinas, P.E.

Emigdio Salinas, PE
Project Engineer

Enclosures:

cc: Monica Leal,, Program Specialists, HC Urban County Project
Richard LeFevre, PE – President, LEMC
File: Z:\5 Projects\Hidalgo\Precinct 1\P170 Mile 10-Donna\Bidding Phase\Letter of Recommendation.docx

Received
APR 22 2015
Urban County Program
By:

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC

612 Nolar
McAllen, 1
Tel. 9
Fax. 9

Texas R

ITEM NO.	DESCRIPTION	EST. QNTY.		TOTAL PRICE		UNIT PRICE		TOTAL PRICE
			DER #7			BIDDER #8		
			nterprises, LLC			VC Vanguard Engineering		
P.169 Old La Blanca Road (Mile 10 N. Rd.)								
1-1	Traffic control plan signed and sealed by a professional engineer licensed in Texas	LS	$	12,000.00	$	3,500.00	$	3,500.00
1-2	Installation and maintenance of barricades, signs and traffic handling per approved Traffic Control Plan.	LS	$	15,500.00	$	11,500.00	$	11,500.00
	Total General Project			**27,500.00**	**$**			**15,000.00**
			Old I					
2-1	Place 2-inch Hot Mix Asphalt Concrete Type "D" (2-inch compacted thickness) to a width of 24-ft according to the plans and specifications; complete in place.	SY	$	94,300.00	$	16.00	$	120,704.00
2-2	Prime Coat (MC-30) (0.2 GAL/SY), according to the plans and specifications; complete in place.	GAL	$	16,599.00	$	6.25	$	9,431.25
2-3	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	SY	$	69,513.00	$	17.00	$	139,026.00
2-4	8-inch Scarify and compact Sub-Grade to a width of 28-ft according to the plans and specifications complete in place	SY	$	56,019.30	$	6.50	$	53,157.00
2-5	6-inch Concrete Residential Driveway (3500 PSI), according to the plans and specifications; complete in place.	SY	$	6,900.00	$	72.00	$	9,936.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	$	20,132.00	$	33.00	$	23,727.00
2-7	Re-install the Road Striping according to the plans and specifications; complete in place	LS	$	18,000.00	$	13,000.00	$	13,000.00
2-8	Remove and Relocate Guard Rail to new width of road according to plans and specifications; complete in place	LF	$	3,360.00	$	95.00	$	11,400.00
2-9	Furnish and Install Guard Rail near drainage ditch according to plans and specifications; complete in place	LF	$	3,625.00			$	-
2-10	Re-Grading of Existing Bar Ditch (coordination with Hidalgo County Precinct No. 1 Staff to remove excessive trash on right-of-way to be included), according to plans and specification; complete in place	LF	$	22,000.00	$	19,000.00	$	19,000.00
2-11	Remove Existing Culvert Pipe and Replace with 15-inch HDPE, according to the plans and specifications; complete in place	LF	$	25,837.50	$	43.50	$	34,582.50
2-12	Remove Existing Culvert Pipe (if applicable; dispose as per Hidalgo County Precinct No. 1 requirement) and install an 18-inch Reinforced Concrete Pipe (RCP) Class IV with sloped end sections, according to the plans and specifications; complete in place	LF	$	30,062.50	$	62.00	$	20,150.00
2-13	Furnish and Install 18-inch Storm Discharge Structure at the North Ditch Outfall; complete in place	EA	$	9,000.00	$	3,500.00	$	7,000.00
2-14	Furnish and Install protection grate with concrete collar at the existing 24-inch RCP that discharges to South Ditch Outfall; complete in place	EA	$	4,800.00	$	5,000.00	$	5,000.00
	Total Old La Blanca Road			**407,648.30**	**$**			**481,113.75**

CONSTRUCTION CONTRACT

This Agreement entered into this **5th day of May 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **RDH Site and Concrete, LLC (a limited liability corporation)** (a partnership) (an individual) of **Pharr** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 1 – Street Improvements Project**
PROJECT No.:	**5014-91-0311-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**Street Improvements to Old La Blanca Road (Mile 10 N. Rd.)**

heinafter called the project, for the sum of **($310,842.45) Three hundred and ten thousand, eight hundred and forty two dollars and forty five cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Lefevre Engineering & Management Consulting, LLC** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) five hundred dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Rogelio De Hoyos, Owner

Name of Firm: RDH Site and Concrete, LLC

Address: 1201 E. Moore Rd. #89
Pharr, TX 78577

Federal I.D./S.S.: 46-5377221

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ____ day of _____, 2015,

by _____, _____ of and on behalf of _____.
(name) (title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 4/28/2015

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
SALAZAR INSURANCE AGENCY
225 W Nolana
Mc Allen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 631-0004 FAX (A/C, No): (956) 630-3209
E-MAIL ADDRESS: dgsalazar@salazarinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: FARMERS INSURANCE COMPANY	
INSURER C: ESSEX INSURANCE COMPANY	
INSURER D: TEXAS MUTUAL INS. CO.	
INSURER E:	
INSURER F:	

INSURED
RDH SITE & CONCRETE LLC
1201 E MOORE RD #89
PHARR, TX 78577
956-502-5426
956-784-1366

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		3DR7643	09/19/14	09/19/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON OWNED AUTOS	X		60586-35-31	09/12/14	09/12/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		XOMS700914	09/19/14	09/19/15	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001271097	05/04/2014	05/04/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
HIDALGO COUNTY
URBAN COUNTY PROGRAM'
427 E 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

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2015

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
SALAZAR INSURANCE AGENCY
225 W Nolana
Mc Allen, TX 78504

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 631-0004 FAX (A/C, No): (956) 630-3209
E-MAIL ADDRESS: dgsalazar@salazarinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : ESSEX INSURANCE COMPANY	
INSURER B : FARMERS INSURANCE COMPANY	
INSURER C : ESSEX INSURANCE COMPANY	
INSURER D : TEXAS MUTUAL INS. CO.	
INSURER E :	
INSURER F :	

INSURED
RDH SITE & CONCRETE LLC
1201 E MOORE RD #89
PHARR, TX 78577
956-502-5426
956-784-1366

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		3DR7643	09/19/14	09/19/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		60586-35-31	09/12/14	09/12/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X		XOMS700914	09/19/14	09/19/15	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001271097 0001287054	05/04/2014 05/04/2015	05/04/2015 05/04/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
HIDALGO COUNTY
URBAN COUNTY PROGRAM'
427 E DURANTA AVE., SUITE 107
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CANCELLATION
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AUTHORIZED REPRESENTATIVE
Delcida D. Salazar

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AI-49542 **Urban County** **11. E.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Tracts #2A, 2B, 3A, 3B, 4A, 4B and 4C for the Penitas Drain Project (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Penitas Drain Project.

Account No. 6540-60-0100-5000-6000
Amount Available: $ 592,339.00

Fiscal Impact

Attachments

Attachment 1
4A
4B
4C
3B
3A
2A
2B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 04:41 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Sandra Regalado Started On: 04/30/2015 03:35 PM

Final Approval Date: 05/01/2015

Mil Encinos Development, Ltd.
P.O. Box 653
Penitas, Texas 78576
office 956-585-6482
fax 956-585-0798

April 30, 2015

Hidalgo County Precinct 3
Victor Gallardo
724 N. Brefogle Rd.
Mission, TX 78574

Dear Victor,

I am writing this letter in compliance with procedures to accept an offer received from Hidalgo County Commissioner Precinct 3, in acquiring property for the Drainage system of the County.

I hereby accept the offer of:

- $166,061 Tract 2A 84001 sq ft out of Homeville Association Subdivision 'A' Lot 227
- $96,400 Tract 2B 84001 sq ft out of Homeville Association Subdivision 'A' Lot 224
- $96,400 Tract 3A 84001 sq ft out of Homeville Association Subdivision 'A' Lot 217
- $95,850 Tract 3B 84001 sq ft out of Homeville Association Subdivision 'A' Lot 214

I appreciate the opportunity to work with Hidalgo County in this matter. Please feel free to contact me with any questions or concerns regarding this purchase.

Sincerely,

Duane V. Bell

Duane V. Bell
General Partner

D & S Bell Enterprises, Ltd.
P.O. Box 653
Penitas, Texas 78576
office 956-585-6482
fax 956-585-0798

April 30, 2015

Hidalgo County Precinct 3
Victor Gallardo
724 N. Brefogle Rd.
Mission, TX 78574

Dear Victor,

I am writing this letter in compliance with procedures to accept an offer received from Hidalgo County Commissioner Precinct 3, in acquiring property for the Drainage system of the County.

I hereby accept the offer of:

- $5,140 Tract 4A 0.094 ac of Homeville Association Subdivision 'A' Lot 208 + trees
- $66,994 Tract 4B 1.934 ac of Homeville Association Subdivision 'A' Lot 207 + trees
- $65,494 Tract 4C 1.934 ac of Homeville Association Subdivision 'A' Lot 206 + trees

I appreciate the opportunity to work with Hidalgo County in this matter. Please feel free to contact me with any questions or concerns regarding this purchase.

Sincerely,

Duane V Bell

Duane V. Bell
Partner

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 23rd Street (W/S), 0.57 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S). District: 21

Property Owner: D & S Bell Enterprises LTD Parcel: 4A

Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 ROW CSJ: N/A

Occupant's Name: Vacant Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition Highway: Peñitas Drain / I-2 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $5,140 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded D & S Bell Enterprises, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Civil Corp Engineers and Surveyors out of Victoria, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 4A

RCSJ _____ N/A

Owner of Record _____ D & S Bell Enterprises, LTD

P.O. Box 653, Peñitas, Texas 78576

Current Use _____ Vacant

Subject Address or Location __ 23rd Street (W/S), 0.57 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S)

Legal Description of Part
To Be Acquired_____ A tract of land containing 0.094 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 207, Homeville Association Subdivision "A", map reference: Volume 0, page 24, H.C.M.R., and said 0.094 of one acre of land also being a part or portion of that tract deeded to D & S Bell Enterprises, LTD, recorded in Document 1181932, H.C.D.R., and said 0.094 of one acre of land also being more particularly described by metes and bounds descriptions.

The subject property, as a whole, is a 5.00 acre vacant tract of land less the canal easement and the property north of the canal easement. As such, the economic unit will be 0.70 acres located along 23rd Street (W/S), 0.57 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S) along a canal ROW. The subject property is a vacant tract of land currently being utilized for row crop farming. The tract is located within the community of Penitas and has all available municipal utilities available which include potable water, electricity and phone service. Sanitary sewer is located in the vicinity. According to the survey provided the part to be acquired is 0.094 acres or approximately 4,077 square feet which will leave a remainder of 4.906 acres. In addition, the subject property is occupied by a 25.0' gas line easement in favor of TECO Pipe Line Company that traverses parallel along the northern boundary in an east/west direction. However, based on the economic unit of 0.70 acres, less the 0.094 acres for the part to be acquired will leave a remainder of 0.606 acres. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 0.094 acres or approximately 4,077 square feet with 180.00 lineal feet along the southern boundary with a depth of 16.56' lineal feet along the western boundary and 28.74' lineal feet along the eastern boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

Economic Unit – Whole Property

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the on-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired, however, some site improvements were identified. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, and then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the on-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

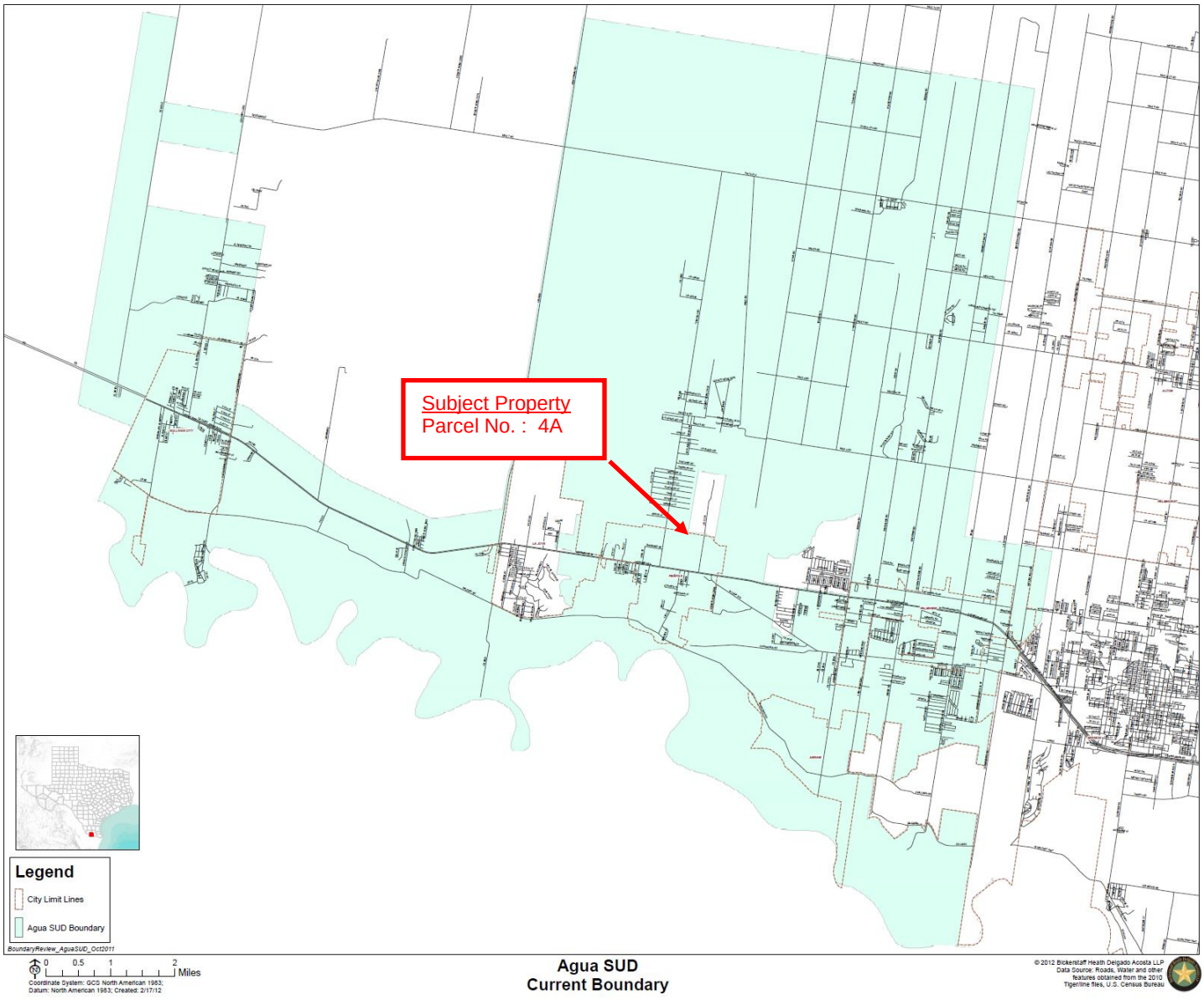
Environmental Statement

This appraiser has made an off-site inspection of the subject property. 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 that may influence its marketability and/or value.

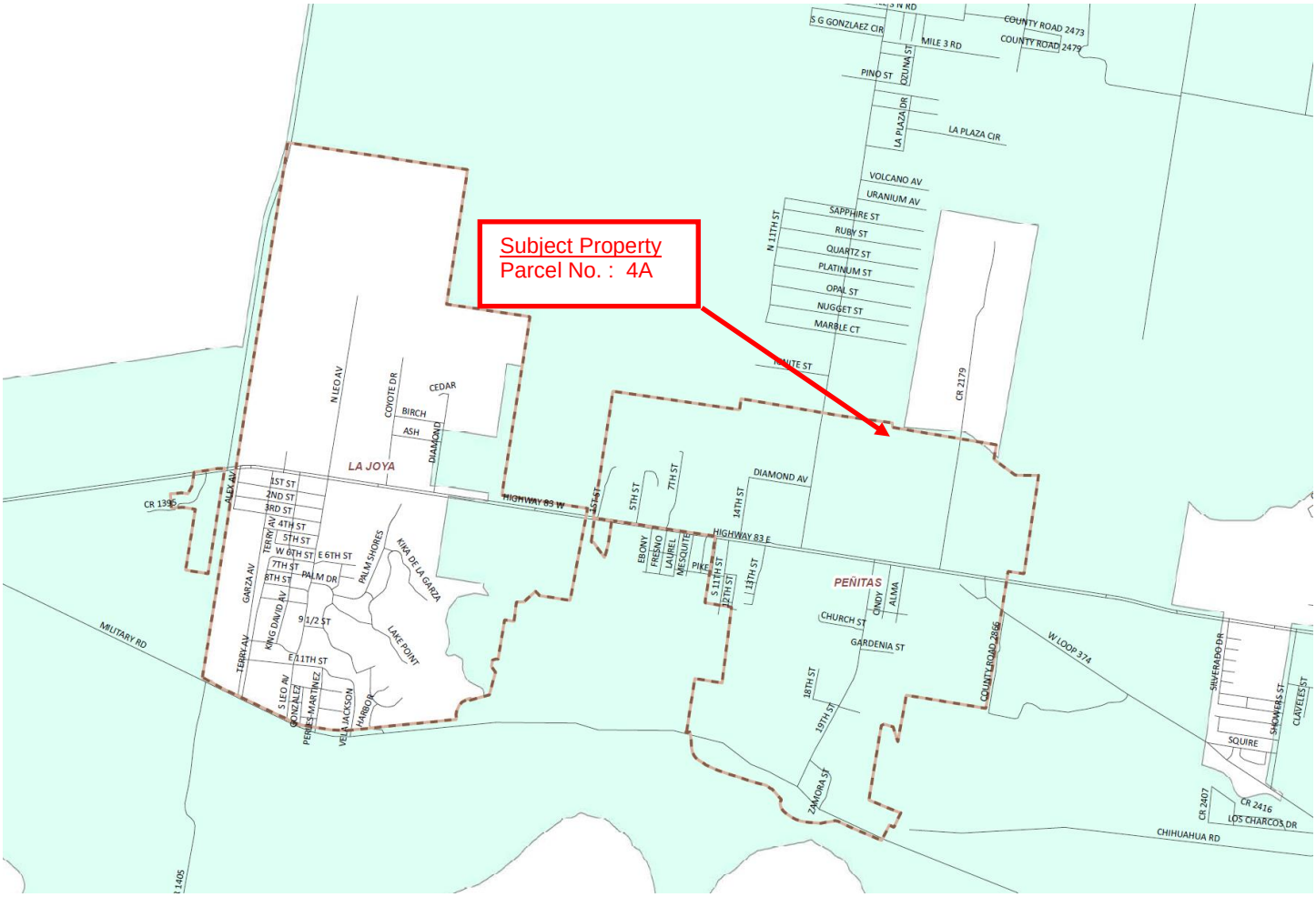
Utilities Services Available

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 4A

Local Address: 23rd Street (W/S), 0.57 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S).

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Canal Road ROW
Photo 2: Canal Road ROW

Looking: Photo 1: Eastern View
Photo 2: Southeastern View

Photo 1

General view of the subject property along Canal Road ROW.

Photo 2

Another view of the subject property along the southern boundary of the existing canal system.

Point which taken: Photo 3: Canal Road ROW
Photo 4: Canal Road ROW

Looking: Photo 3: Western View
Photo 4: Eastern View

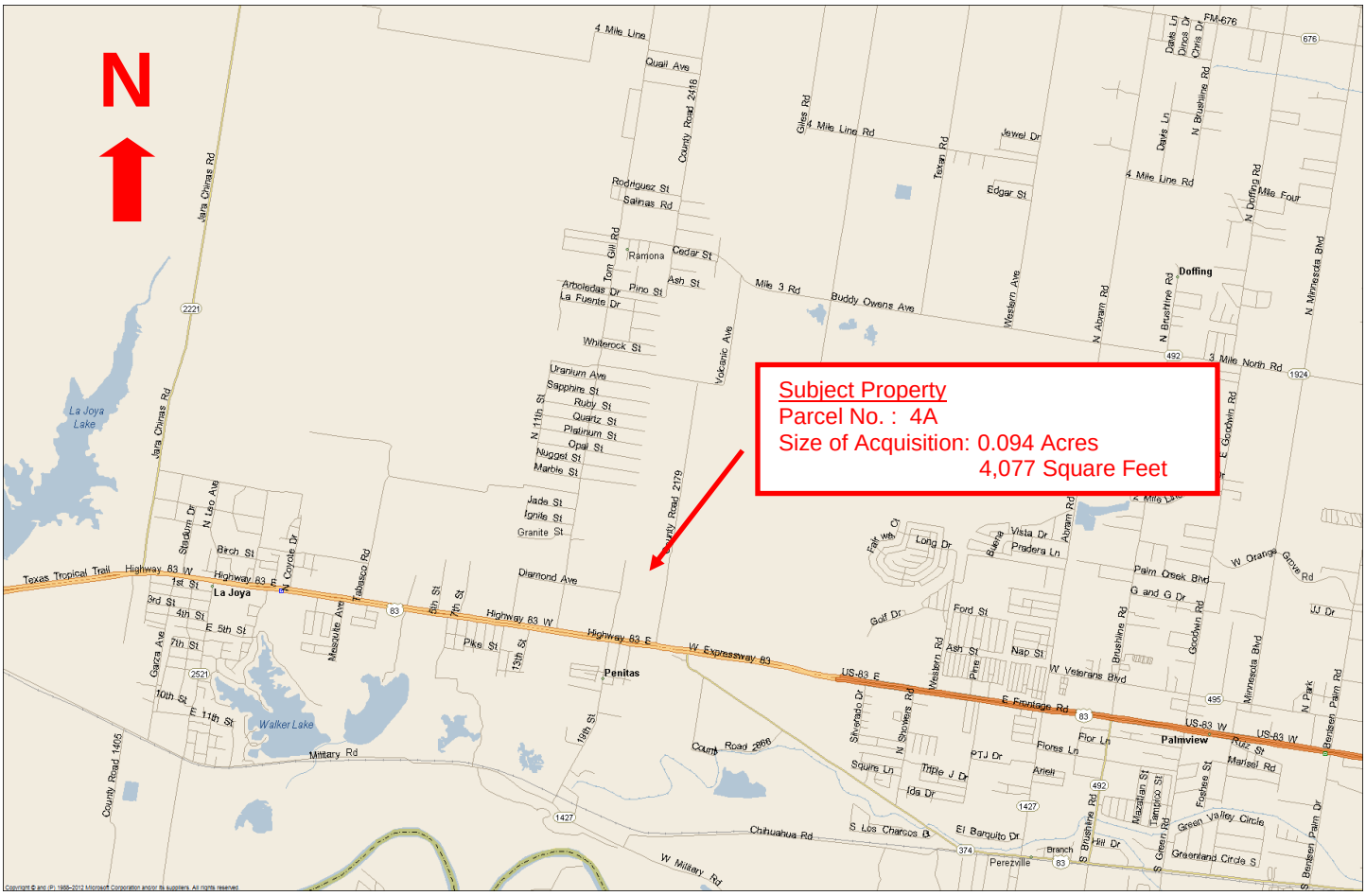
Photo 3

Street view of the existing canal road ROW. The subject property is on the left side of this photo.

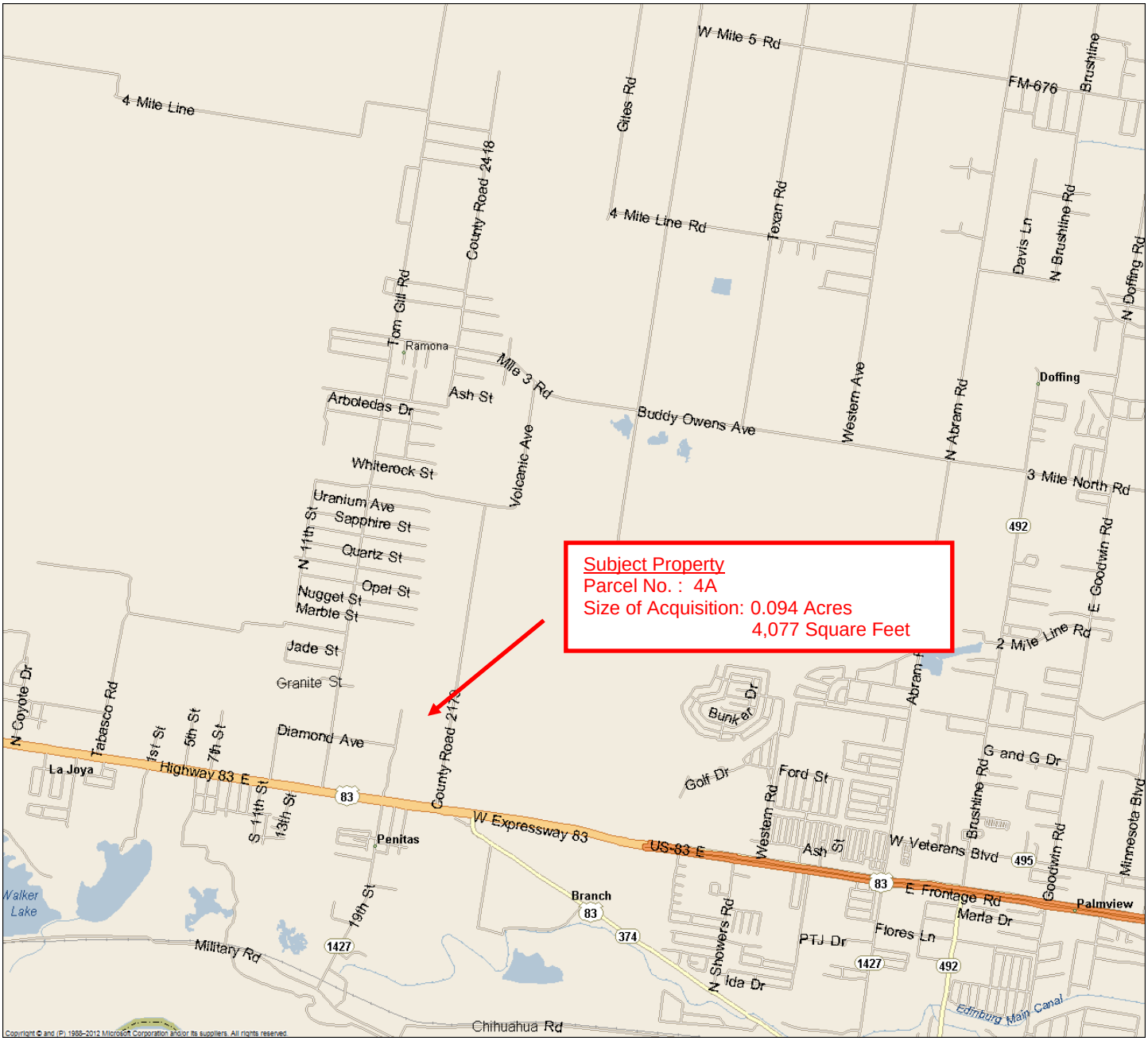
Photo 4

Street view of the existing canal road ROW. The subject property is on the right side in this photo.

CITY MAP OF SUBJECT

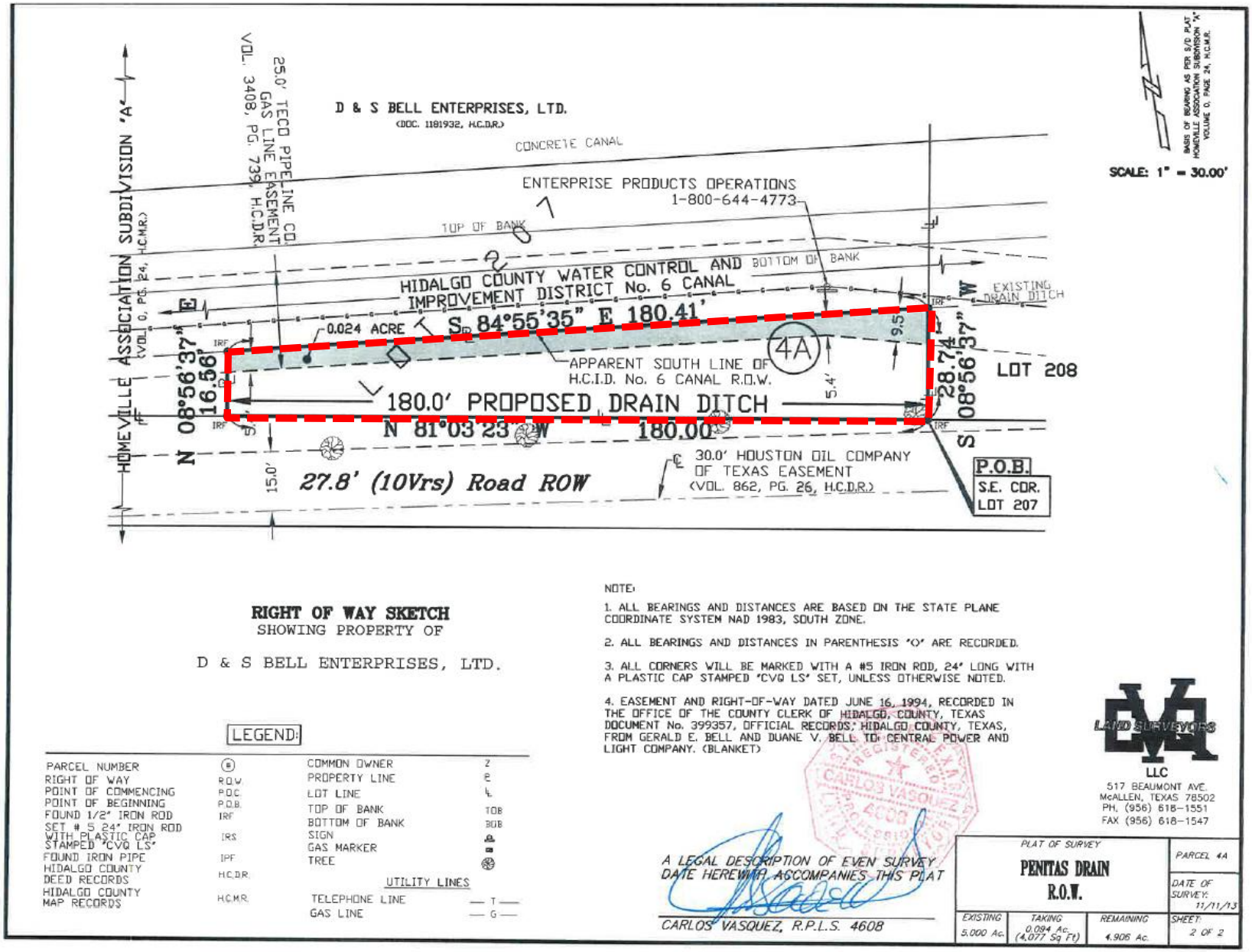


LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.



RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

D & S BELL ENTERPRISES, LTD.

LEGEND:

PARCEL NUMBER	(#)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	℄
POINT OF COMMENCING	P.O.C.	LOT LINE	℄
POINT OF BEGINNING	P.O.B.	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	UTILITY LINES	
		TELEPHONE LINE	— T —
		GAS LINE	— G —

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "()" ARE RECORDED.

3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH, ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

PLAT OF SURVEY			PARCEL 4A
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING 5.000 Ac.	TAKING 0.084 Ac. (4,077 Sq Ft)	REMAINING 4.906 Ac.	SHEET: 2 OF 2

LAND SURVEYORS
L.L.C.

Parcel 4A

METES AND BOUNDS DESCRIPTION
0.094 of ONE ACRE OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel 4A: D & S BELL ENTERPRISES, LTD.

A tract of land containing 0.094 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 207, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 0.094 of one acre of land also being a part or portion of that tract deeded to D & S Bell Enterprises, Ltd., recorded in Document 1181932, H.C.D.R., and said 0.094 of one acre of land also being more particularly described as follows;

BEGINNING on the southeast corner of said Lot 207 and the North right-of-way of a 27.8 foot (10Vrs) Road, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 81° 03' 23" W, along the South line of said Lot 207, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 16.56 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Apparent South line of Hidalgo County Water Control and Improvement District No. 6 Canal right-of-way, for the northwest corner of this tract;

THENCE, S 84° 55' 35" E, along the Apparent South line of said canal right-of-way, a distance of 180.41 feet to an iron rod found on the East line of said Lot 207, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 207, a distance of 28.74 feet to the **POINT OF BEGINNING**, containing 0.094 of one acre of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of D & S Bell Enterprises LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since March 27, 2003 at which time the property was transferred from Duane V. Bell for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194442	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		D & S Bell Enterprises LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	11,460	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	11,460	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	2,292 / Acre		
TAXES w/CURRENT EXEMPTION	$	-		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach.....$103,500

Sales Comparison Approach..... Not Applicable

Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
(7) Tree, Oak x $500/Tree	$ 3,500
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 3,500**

Land Value	4.976	Acre @	$ 20,000	/ Acre	=	$	99,520
Easement Value (Fee Owner)	0.024	Acre @	$ 10,000	/ Acre	=	$	240
Easement Value (Easement Holde	0.024	Acre @	$ 10,000	/ Acre	=	$	240
Total Land Value					=	$	100,000
Reconciled Final Value						**$**	**103,500**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Similar	0%	Superior	-20%	Superior	-30%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Irregular	Irregular	-30%	Rectangular	-30%	Rectangular	-30%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	5.00 Acre	10.00 Acre	0%	16.97 Acre	10%	99.124 Acre	40%
Net Adjustments			-40%		-50%		-45%
Indicated Unit Value		$ 24,000	/ Acre	$ 18,463	/ Acre	$ 22,194	/ Acre

Estimated Unit Value of Fee Simple Area		**$ 20,000**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 10,000**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple)	**(4.976 Acre x $20,000 / Acre)**	**$ 99,520**	
Value of Easement (Fee Owner)	**(0.024 Acre x $10,000 / Acre)**	**$ 240**	
Value of Easement Holder	**(0.024 Acre x $10,000 / Acre)**	**$ 240**	
		$ 100,000	

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC

Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6

Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576

Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.

Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 99.124 Acres Unit Price: $40,353 / Acre

Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby

Improvement(s) Description: None As Per Date of Sale

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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)

Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X

Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

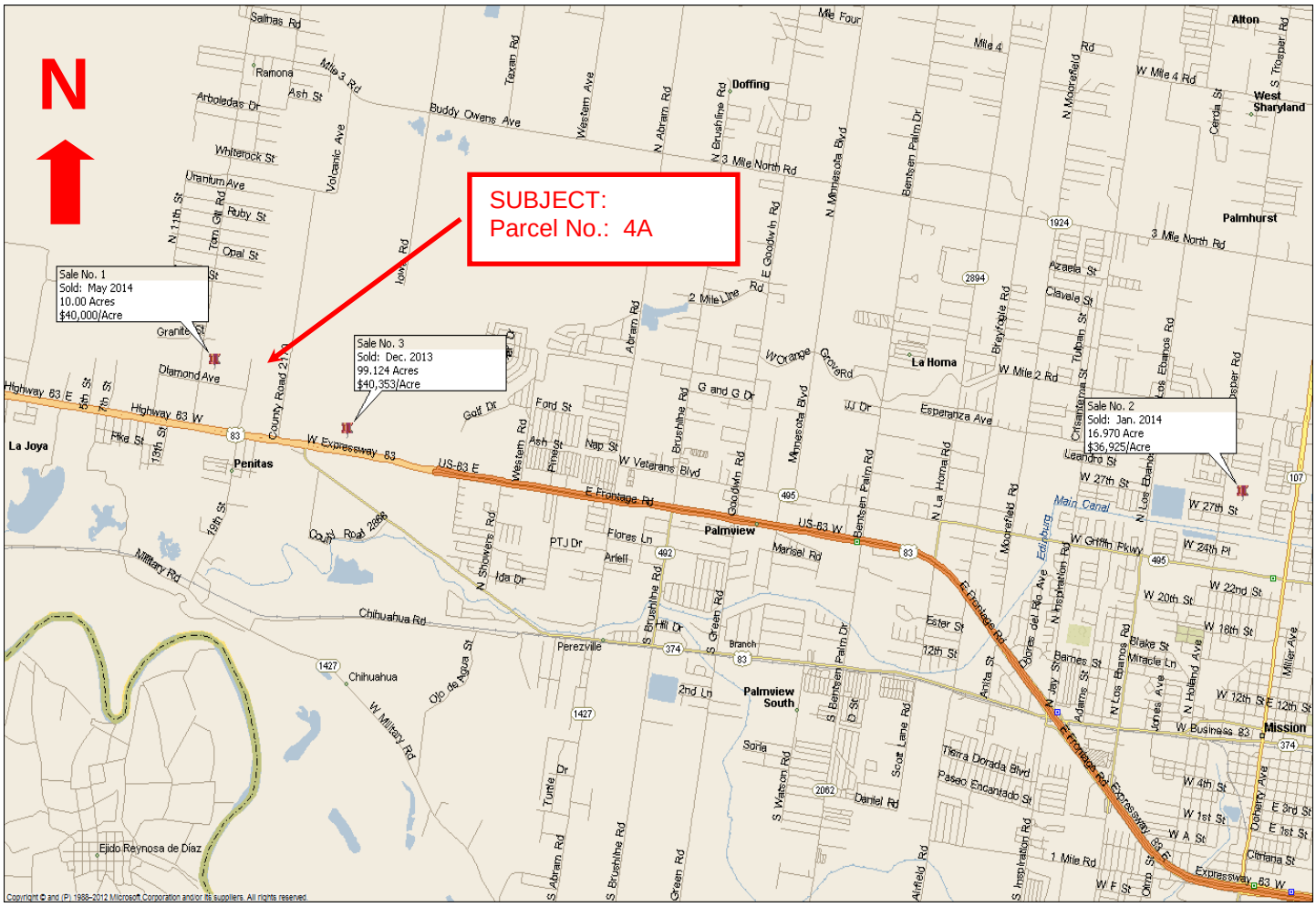
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $18,463 per acre to $24,000 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $20,000 per acre. The portion that is currently under the easement of the Hidalgo County Water Control and Improvement District No. 6 Canal shall be valued at 50% of the fee simple market value ($10,000 per acre) as the whole bundle of rights are not owned by the fee simple owner of record.

COMPARABLE SALES MAP


N
SUBJECT:
Parcel No.: 4A
Sale No. 1
Sold: May 2014
10.00 Acres
$40,000/Acre
Sale No. 3
Sold: Dec. 2013
99.124 Acres
$40,353/Acre
Sale No. 2
Sold: Jan. 2014
16.970 Acre
$36,925/Acre
Salinas Rd
Ramona
Mile 3 Rd
Arboledas Dr
Ash St
Buddy Owens Ave
Texan Rd
Western Ave
N Abram Rd
Doffing
N Brushline Rd
N 3 Mile North Rd
Mile Four
Mile 4 Rd
Alton
West Sharyland
Palmhurst
3 Mile North Rd
Whitehock St
Uranium Ave
Ruby St
Opal St
Volcanic Ave
N 11th St
Tom Gill Rd
John Rd
Granite St
Diamond Ave
Highway 83 E
Highway 83 W
25th St
27th St
Hike St
15th St
La Joya
Penitas
County Road 2168
W Expressway 83
US-83 E
Golf Dr
Ford St
Western Rd
Ash St
Pine St
Nap St
W Veterans Blvd
E Frontage Rd
Goodwin Rd
Minnesota Blvd
Bentsen Palm Rd
US-83 W
Palmview
Flores Ln
PTJ Dr
Arleff
Marisol Rd
Ida Dr
N Showers Rd
Military Rd
Chihuahua Rd
Perezville
Chihuahua
Ojo de Agua St
W Military Rd
Hill Dr
S Brushline Rd
S Green Rd
Branch
2nd Ln
Palmview South
S Bentsen Palm Dr
D St
Soria
S Watson Rd
Scott Lane Rd
Tierra Dorada Blvd
Paseo Encantado St
Daniel Rd
Turtle Dr
S Abram Rd
Green Rd
Airfield Rd
S Inspiration Rd
1 Mile Rd
W F St
Ejido Reynosa de Diaz
2 Mile Line Rd
E Goodwin Rd
W Orange Grove Rd
G and G Dr
JJ Dr
La Homa
Esperanza Ave
W Mile 2 Rd
Breyfogle Rd
Azaela St
Clavela St
Tulipan St
Cinnamon St
Leandra St
Los Ebanos Rd
N La Homa Rd
Moorefield Rd
Edinburg
Main Canal
W 27th St
W Griffin Pkwy
W 24th Pl
W 22nd St
W 20th St
W 18th St
W 12th St
E 12th St
Mission
W Business 83
Blake St
Miracle Ln
Barnes St
Adams St
N Los Ebanos Rd
N Holland Ave
Miller Ave
Jones Ave
Ester St
12th St
Anita St
Corres del Rio Ave
N Jay St
N Inspiration Rd
E Frontage Rd
Expressway 83 E
Expressway 83 W
W 4th St
W 1st St
W A St
E 3rd St
E 1st St
Conway Ave
Cimarron St
Olmo St
Cardinal St
S Tropicana Rd
N Moorefield Rd
Bentsen Palm Dr
N Minnesota Blvd
E Goodwin Rd
Abram Rd
Brushline Rd
Western Rd
Golf Dr
Ford St
Ash St
Pine St
Nap St
W Veterans Blvd
Goodwin Rd
Minnesota Blvd
Bentsen Palm Rd
Esperanza Ave
Leandra St
Main Canal
Edinburg
Moorefield Rd
N La Homa Rd

COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Oak Trees	7	$ 500	$ 3,500	0%	$ 3,500
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 3,500**
Contributory Value of All Improvements					**$ 3,500**

	Net Land Area			**Price / Acre**			
Land Value (Fee)	**4.976**	**Acre**	**@**	**$**	**20,000**		**$ 99,520**
Land Value (Easement)	**0.024**	**Acre**	**@**	**$**	**10,000**		**$ 240**
Land Value (Easement Holder)	**0.024**	**Acre**	**@**	**$**	**10,000**		**$ 240**
Estimated Value By Cost Approach							**$ 103,500**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary.*)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)							
Oak Trees (7)					$	3,500	
					$	-	
					$	-	
					$	-	
Total Contributory Value of Improvements							**$ 3,500**
Fee	0.070	Ac	@	$ 20,000 / Acre	$	1,400	
Easement	0.024	Ac	@	$ 10,000 / Acre	$	240	
Total Land							$ 1,640
TOTAL AS A UNIT							**$ 5,140**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)							
No Improvements Indicated					$	-	
					$	-	
					$	-	
					$	-	
					$	-	
					$	-	
					$	-	
					$	-	
Total Contributory Value of Improvements							**$ -**
Land	4.906	Ac	@	$ 20,000 / Acre	$	98,120	
Easement	0.024	Ac	@	$ 10,000 / Acre	$	240	
Total Land							$ 98,360
TOTAL AS A UNIT							**$ 98,360**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan and the City of Peñitas.

VALUATION APPROACHES

Cost Approach $ 98,360

Sales Comparison Approach Not Applicable

Income Approach Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	4.906	Ac	@	$ 20,000	/ Acre	=	$ 98,120
Easement	0.024	Ac	@	$ 10,000	/ Acre	=	$ 240
Total Land Value	**4.906**	**Acres**					**$ 98,360**

Reconciled Final Value **$ 98,360**

Land Value, pg 5.1 | Cost Approach, pg 5.3 | Sales Comparison Approach, pg N/A | Income Approach, pg N/A

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES								
	Subject	**Comp. No. 1**		**Comp. No. 2**		**Comp. No. 3**	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Similar	0%	Superior	-20%	Superior	-30%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Irregular	Irregular	-30%	Rectangular	-30%	Rectangular	-30%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	4.906 Acres	10.00 Acres	0%	16.97 Acres	10%	99.124 Acres	40%
Net Adjustments			-40%		-50%		-45%
Indicated Unit Value		$ 24,000	/ Acre	$ 18,463	/ Acre	$ 22,194	/ Acre

Estimated Unit Value of Fee Simple Area		**$ 20,000**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 10,000**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple)	**(4.906 x $20,000 / Acre)**	**$ 98,120**	
Value of Easement (Easement Holder)	**(0.024 x $10,000 / Acre)**	**$ 240**	
Value by Sales Comparison Approach		**$ 98,360**	

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $18,463 per acre to $24,000 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $20,000 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / Acre**		
Land Value (Fee)	**4.906**	**Acre**	**@**	**$**	**20,000**	**$ 98,120**
Land Value (Easement Holder)	**0.024**	**Acre**	**@**	**$**	**10,000**	**$ 240**
Estimated Value By Cost Approach						**$ 98,360**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 103,500

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 5,140

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 98,360

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately acquisition is $ 98,360

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 5,140**

EXHIBITS

1. Qualification of Appraiser
2. Certified Letter of Intent to Inspect & Tracking Data
3. Hidalgo County Appraisal District Data

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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

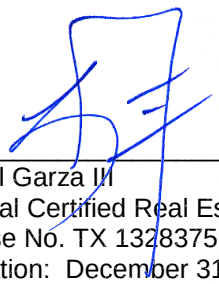
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

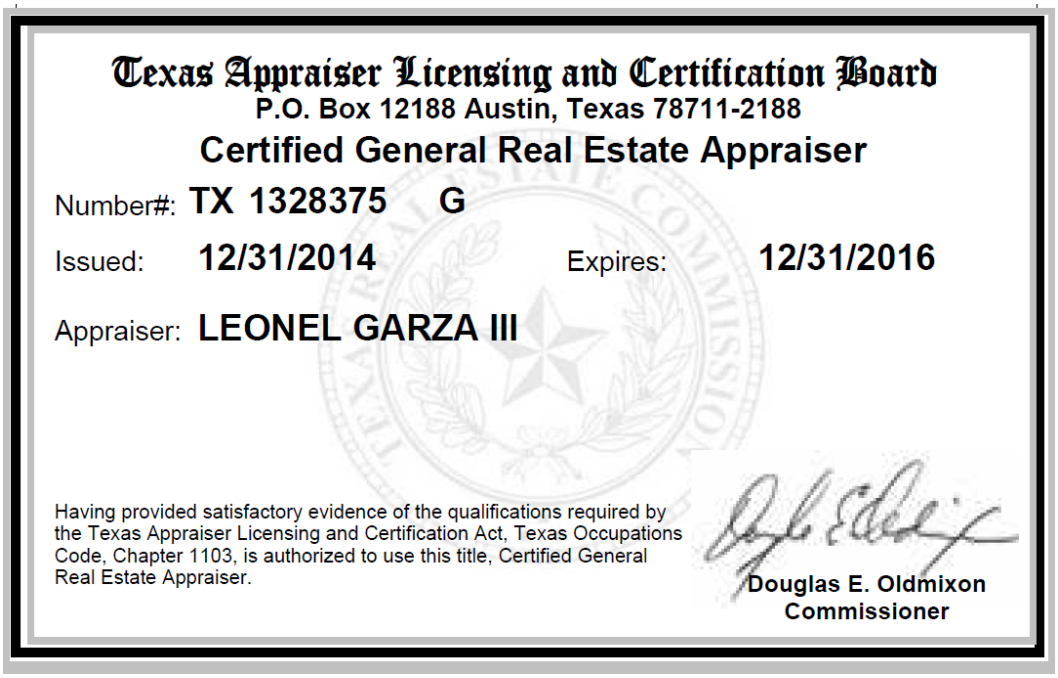
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: 12/31/2014 Expires: 12/31/2016
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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 4A, 4B and 4C

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of D & S Bell Enterprises, LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-450

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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OFFICIAL USE

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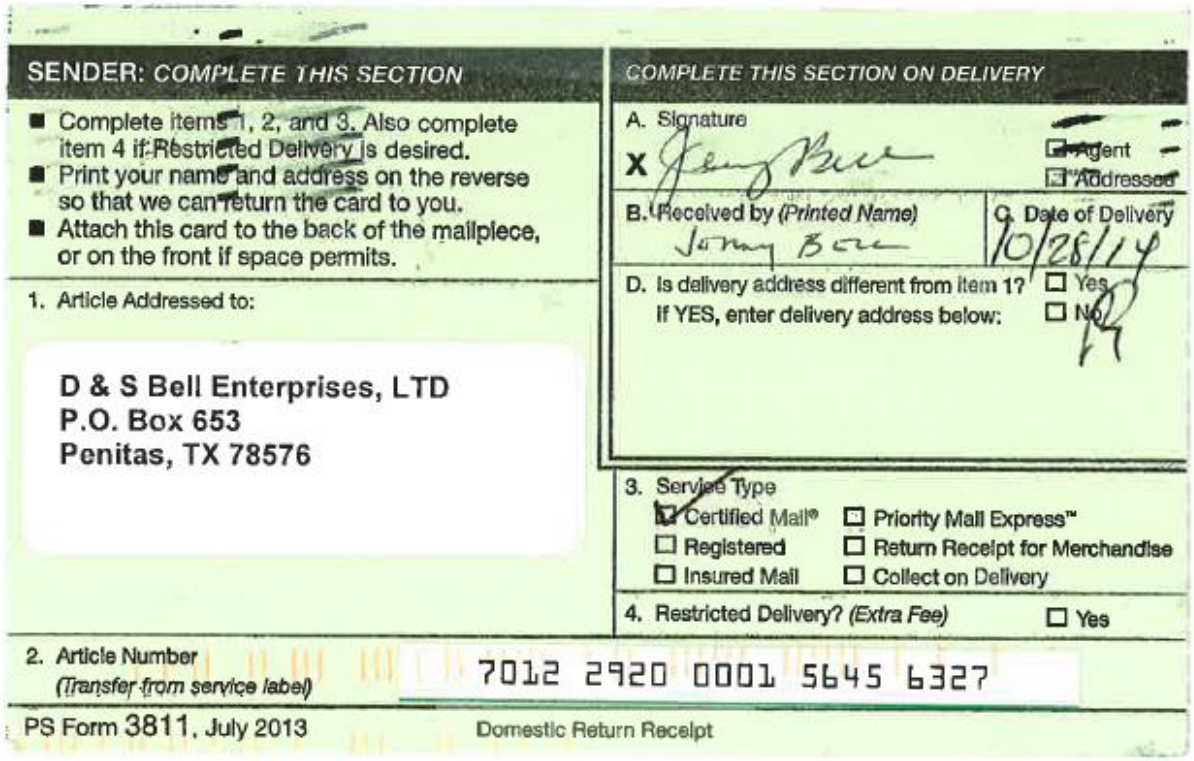
OCT 20 2014 Postmark Here

7012 2920 0001 5645 6327

Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,



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:

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell
☐ Agent
☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/28/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6327

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL DISTRICT DATA

Hidalgo CAD

Property Search Results > 194442 D & S BELL ENTERPRISES LTD for Year 2014

Property

Account

Property ID:	194442	Legal Description:	HOMEVILLE A LOT 207 5.0AC GR 3.82AC NET
Geographic ID:	H4250-01-000-0207-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	D & S BELL ENTERPRISES LTD	Owner ID:	518306
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$11,460	$1,708
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$11,460	
(–) Ag or Timber Use Value Reduction:	–	$9,752	
(=) Appraised Value:	=	$1,708	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,708	

Taxing Jurisdiction

Owner: D & S BELL ENTERPRISES LTD
% Ownership: 100.0000000000%
Total Value: $11,460

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$1,708	$1,708	$0.00
CPN	CITY OF PENITAS	0.434500	$1,708	$1,708	$7.42
DR1	DRAINAGE DISTRICT #1	0.095700	$1,708	$1,708	$1.63
GHD	HIDALGO COUNTY	0.590000	$1,708	$1,708	$10.08
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$1,708	$1,708	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$1,708	$1,708	$2.56
R01	ROAD DIST 01	0.000000	$1,708	$1,708	$0.00
SLJ	LA JOYA ISD	1.311000	$1,708	$1,708	$22.39
SST	SOUTH TEXAS SCHOOL	0.049200	$1,708	$1,708	$0.84

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$1,708	$1,708	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$1,708	$1,708	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$44.92
				Taxes w/o Exemptions:	$44.93

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	3.8200	166399.20	0.00	0.00	$11,460	$1,708

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	$11,460	1,708	1,708	$0	$1,708
2013	$0	$11,460	1,635	1,635	$0	$1,635
2012	$0	$11,460	1,593	1,593	$0	$1,593
2011	$0	$11,460	1,532	1,532	$0	$1,532
2010	$0	$11,460	1,543	1,543	$0	$1,543
2009	$0	$11,460	1,601	1,601	$0	$1,601
2008	$0	$11,460	1,601	1,601	$0	$1,601
2007	$0	$11,460	1,524	1,524	$0	$1,524
2006	$0	$11,460	1,528	1,528	$0	$1,528
2005	$0	$11,460	1,543	1,543	$0	$1,543
2004	$0	$11,460	1,528	1,528	$0	$1,528
2003	$0	$7,755	1,524	1,524	$0	$1,524

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
2	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779
3		CONV	CONVERSION	BELL EVERETT	BELL GERALD E	2400	235	

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S). District: 21

Property Owner: D & S Bell Enterprises LTD Parcel: 4B

Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 ROW CSJ: N/A

Occupant's Name: Vacant Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition Highway: Peñitas Drain / I-2 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $66,994 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded D & S Bell Enterprises, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Civil Corp Engineers and Surveyors out of Victoria, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 4B

RCSJ _____ N/A

Owner of Record _____ D & S Bell Enterprises, LTD

P.O. Box 653, Peñitas, Texas 78576

Current Use _____ Vacant

Subject Address or Location __ 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S)

Legal Description of Part
To Be Acquired_____ A tract of land containing 1.934 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 207, Homeville Association Subdivision "A", map reference: Volume 0, page 24, H.C.M.R., and said 1.934 of one acre of land also being a part or portion of that tract deeded to D & S Bell Enterprises, LTD, recorded in Document 1181932, H.C.D.R., and said 1.934 of one acre of land also being more particularly described by metes and bounds descriptions.

The subject property, as a whole, is a 5.00 acre vacant tract of land less the canal easement and the property south of the canal easement. As such, the economic unit will be 3.71 acres located along 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S) along a canal road ROW. The subject property is a vacant tract of land currently being utilized for row crop farming. The tract is located within the community of Penitas and has all available municipal utilities available which include potable water, electricity and phone service. Sanitary sewer is located in the vicinity. According to the survey provided the part to be acquired is 1.934 acres or approximately 84,193 square feet which will leave a remainder of 3.066 acres. Based on the economic unit of 3.71 acres, less the 1.934 acres for the part to be acquired will leave a remainder of 1.776 acres. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.934 acres or approximately 84,193 square feet with 467.74 lineal feet along the southern boundary of the subject property. The depth of the acquisition is 180.41' lineal feet along both the western and eastern boundary of the subject property. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

<u>Economic Unit – Whole Property</u>

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the off-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired, however, site improvement were identified. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the on-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

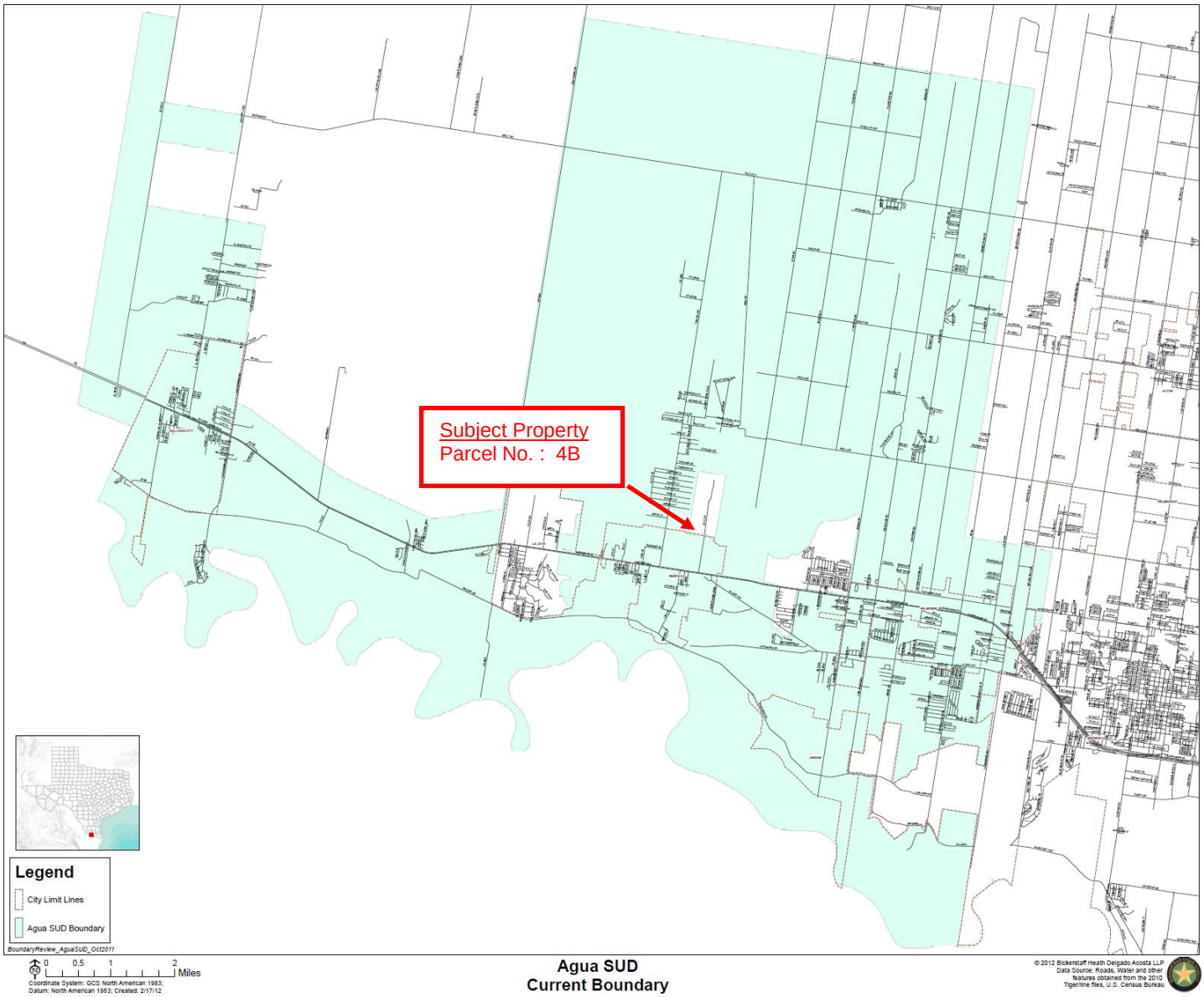
Environmental Statement

This appraiser has made an off-site inspection of the subject property. 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 that may influence its marketability and/or value.

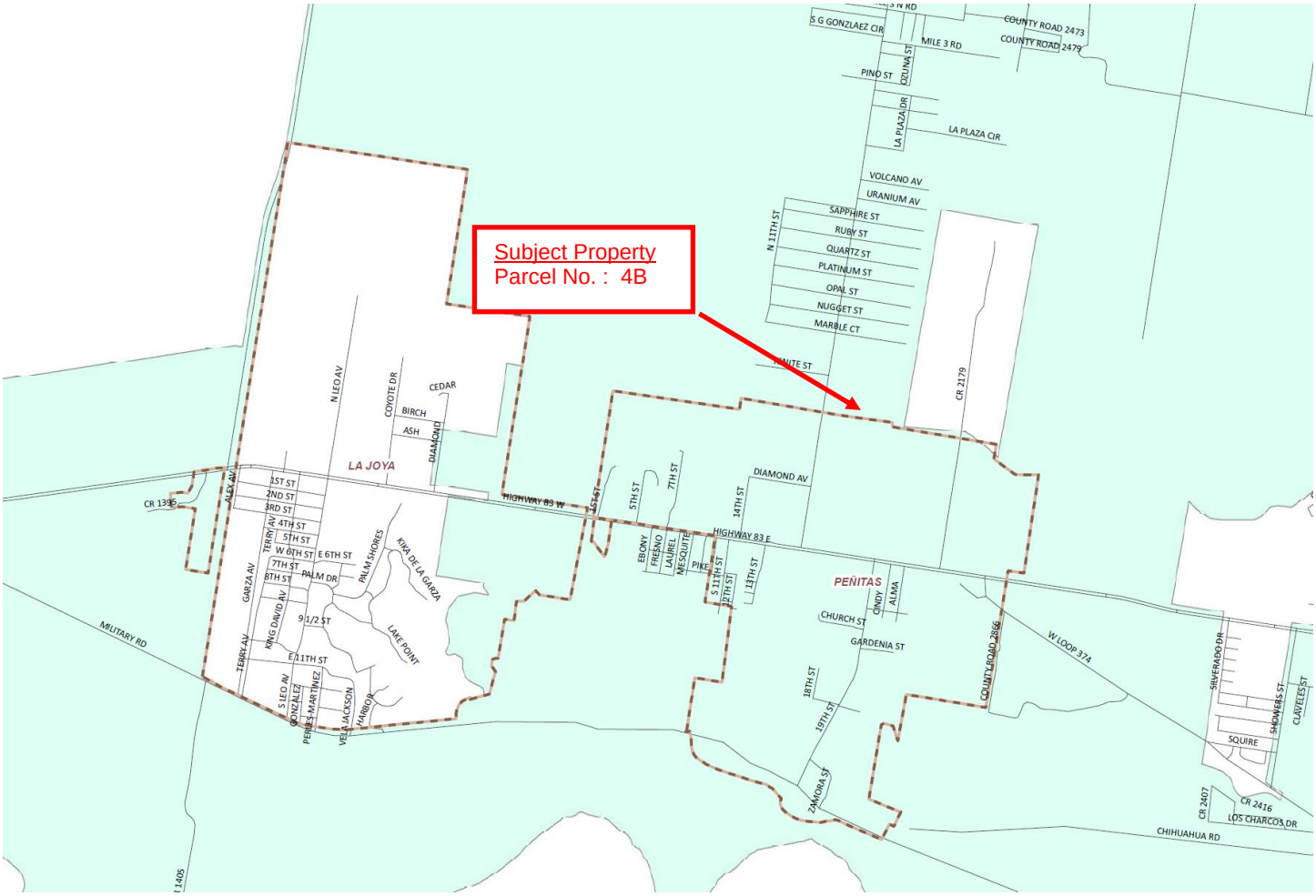
Utilities Services Available

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 4B

Local Address: 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.10 miles west of 23rd Street (N/S).

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Canal Road ROW
Photo 2: Canal Road ROW

Looking: Photo 1: Northern View
Photo 2: Northeastern View

Photo 1
General view of the subject property along Canal Road ROW.

Photo 2
Another view of the subject property along the southern boundary of the existing canal system.

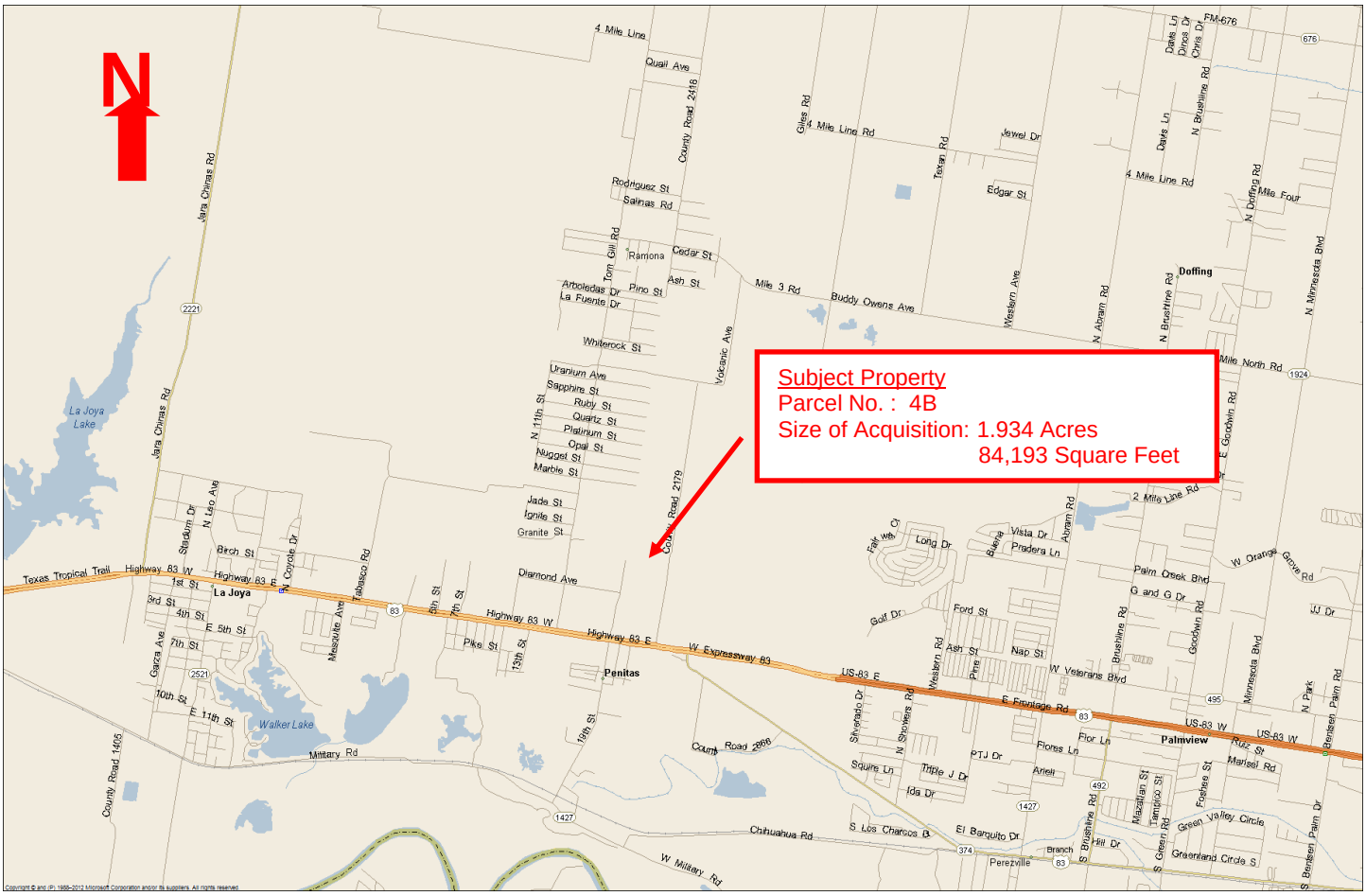
Point which taken: Photo 3: Canal Road ROW
Photo 4: Canal Road ROW

Looking: Photo 3: Western View
Photo 4: Eastern View

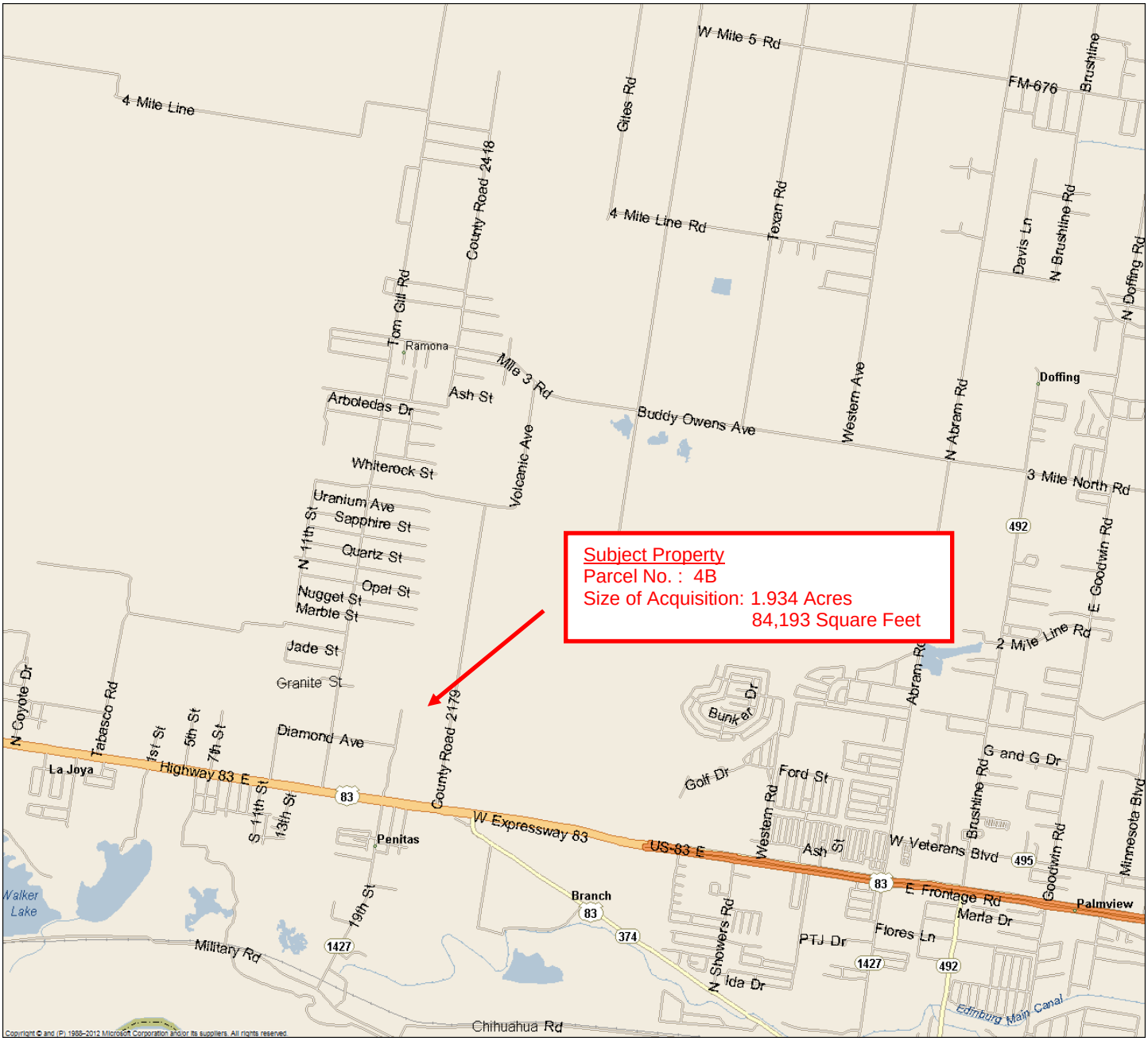
Photo 3
Street view of the existing canal road ROW. The subject property is on the right side of this photo.

Photo 4
Street view of the existing canal road ROW. The subject property is on the left side in this photo.

CITY MAP OF SUBJECT

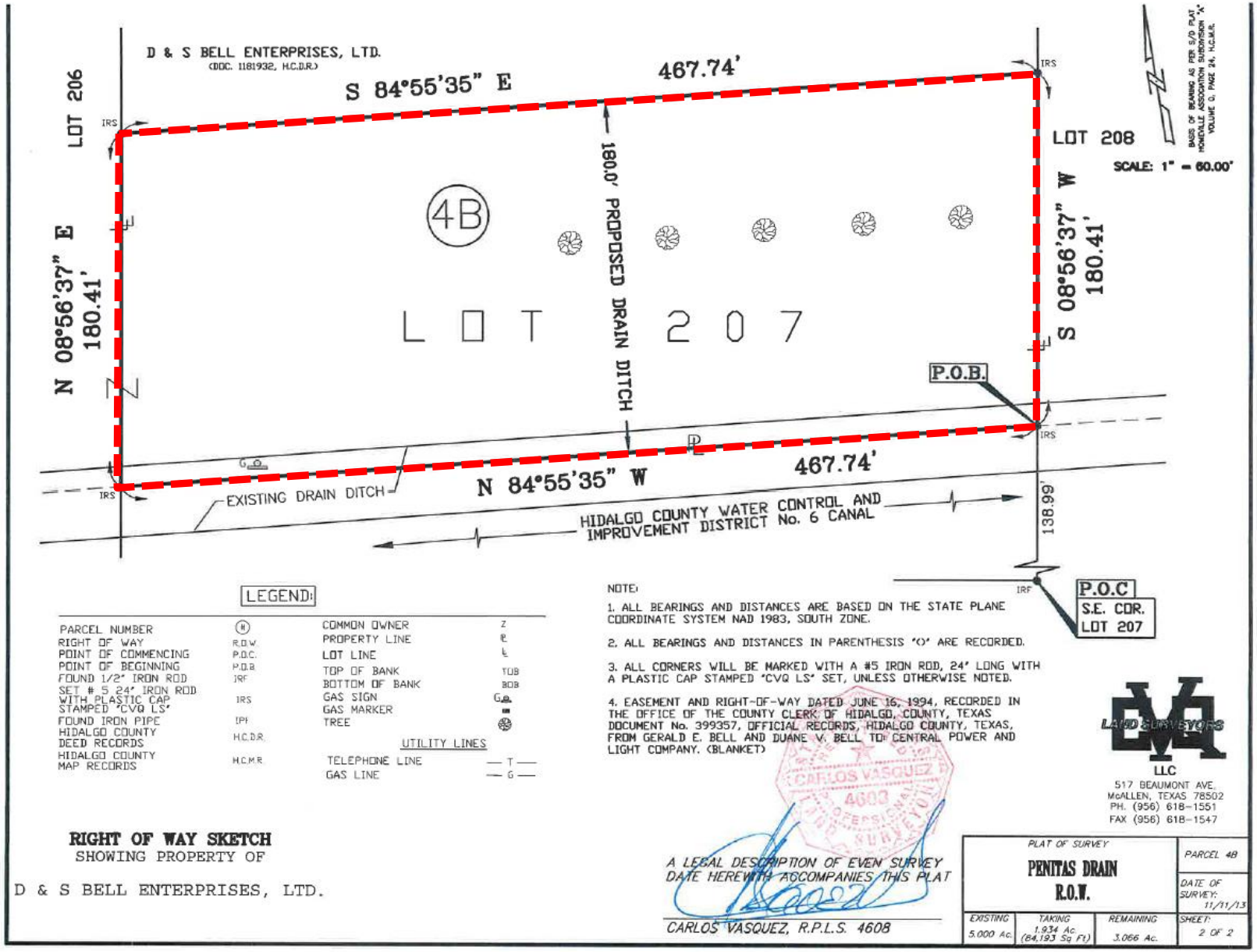


LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.



LEGEND:

PARCEL NUMBER	(4)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	℄
POINT OF COMMENCING	P.O.C.	LOT LINE	℄
POINT OF BEGINNING	P.O.B.	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	GAS SIGN	G
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	UTILITY LINES	
		TELEPHONE LINE	— T —
		GAS LINE	— G —

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "()" ARE RECORDED.

3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

D & S BELL ENTERPRISES, LTD.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

PLAT OF SURVEY			PARCEL 4B
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET:
5.000 Ac.	1.934 Ac. (84,193 Sq Ft)	3.066 Ac.	2 OF 2

LAND SURVEYORS

L.L.C.

Parcel 4B

METES AND BOUNDS DESCRIPTION
1.934 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel 4B: D & S BELL ENTERPRISES, LTD.

A tract of land containing 1.934 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 207, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.934 acres of land also being a part or portion of that tract deeded to D & S Bell Enterprises, Ltd., recorded in Document 1181932, H.C.D.R., and said 1.934 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the southeast corner of said Lot 207 and the North right-of-way of a 27.8 foot (10Vrs) Road, THENCE, N 08° 56' 37" E, along the East line of said Lot 207, a distance of 138.99 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Apparent North line of Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the southeast corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 84° 55' 35" W, along the Apparent North line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 467.74 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the West line of said Lot 207, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, along the West line of said Lot 207, a distance of 180.41 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE, S 84° 55' 35" E, a distance of 467.74 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 207, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 207, a distance of 180.41 feet to the **POINT OF BEGINNING**, containing 1.934 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of D & S Bell Enterprises LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since March 27, 2003 at which time the property was transferred from Duane V. Bell for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194442	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		D & S Bell Enterprises LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	11,460	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	11,460	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	2,292 / Acre		
TAXES w/CURRENT EXEMPTION	$	-		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach.....$167,500

Sales Comparison Approach..... Not Applicable

Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
(10) Tree, Oak x $500/Tree	$ 5,000
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 5,000**

Land Value	4.947	Acre @	$ 32,500	/ Acre	=	$	160,778
Easement Value (Fee Owner)	0.053	Acre @	$ 16,250	/ Acre	=	$	861
Easement Value (Easement Holde	0.053	Acre @	$ 16,250	/ Acre	=	$	861
Total Land Value					=	$	162,500

Reconciled Final Value **$ 167,500**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID | **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-25%	Superior	-20%	Superior	-30%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	5.000 Acre	10.00 Acre	0%	16.97 Acre	10%	99.124 Acre	40%
Net Adjustments			-15%		-20%		-15%
Indicated Unit Value		$ 34,000	/ Acre	$ 29,540	/ Acre	$ 34,300	/ Acre

Estimated Unit Value of Fee Simple Area **$ 32,500 / Acre**
Estimated Unit Value of Easement Area **$ 16,250 / Acre**

Value by Sales Comparison Approach (Fee Simple)	**(4.947 Acre x $32,500 / Acre)**	**$ 160,778**
Value by Sales Comparison Approach (Easement)	**(0.053 Acre x $16,250 / Acre)**	**$ 861**
Value by Sales Comparison Approach (Holder)	**(0.053 Acre x $16,250 / Acre)**	**$ 861**
		$ 162,500

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC

Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6

Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576

Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.

Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 99.124 Acres Unit Price: $40,353 / Acre

Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby

Improvement(s) Description: None As Per Date of Sale

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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)

Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X

Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

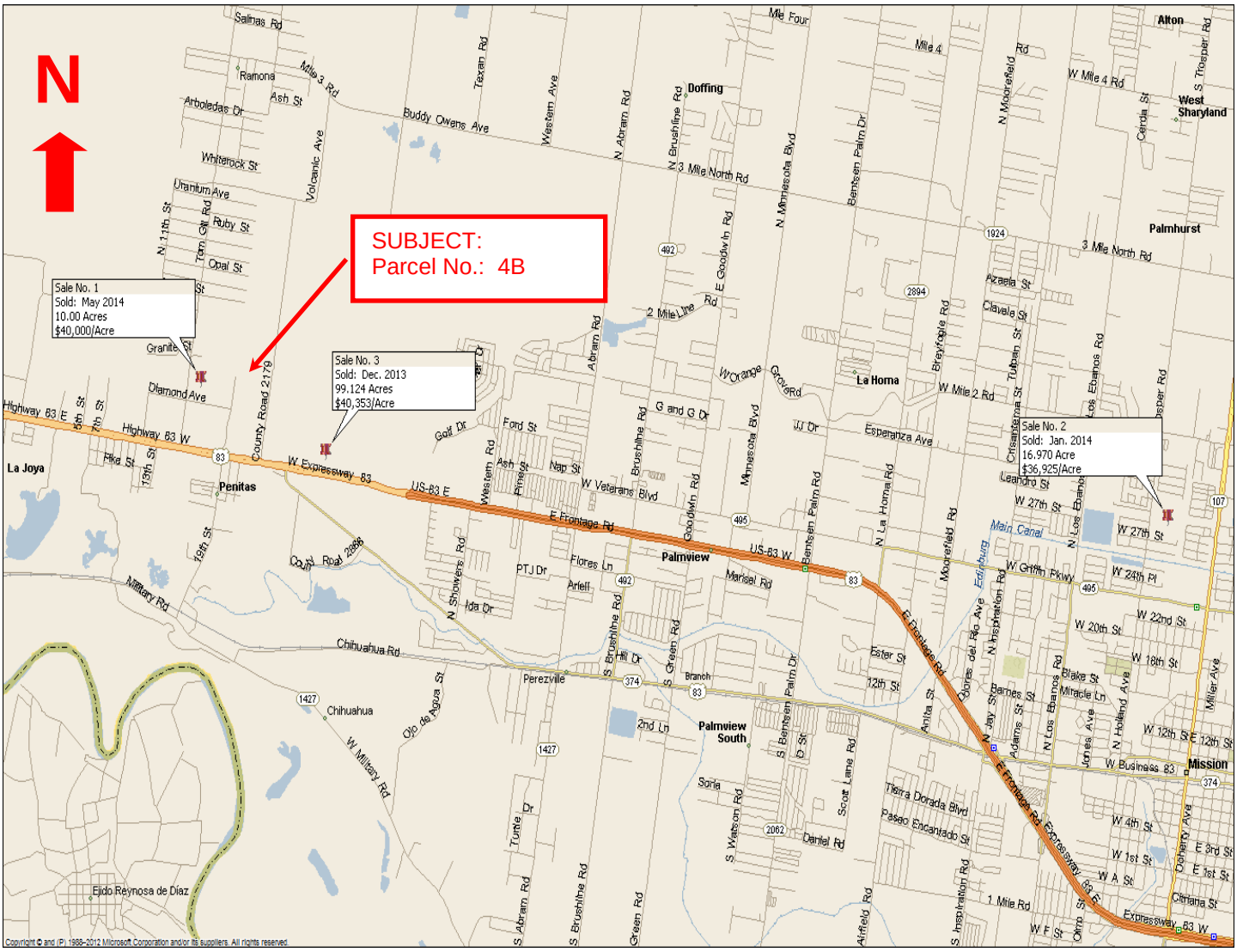
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $29,540 per acre to $34,300 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $32,500 per acre. The portion that is currently under the easement of the Hidalgo County Water Control and Improvement District No. 6 Canal shall be valued at 50% of the fee simple market value ($16,250 per acre) as the whole bundle of rights are not owned by the fee simple owner of record.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Oak Trees	10	$ 500	$ 5,000	0%	$ 5,000
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 5,000**
Contributory Value of All Improvements					**$ 5,000**

	Net Land Area			**Price / Acre**		
Land Value (Fee)	**4.947**	**Acre**	**@**	**$ 32,500**		**$ 160,778**
Land Value (Easement)	**0.053**	**Acre**	**@**	**$ 16,250**		**$ 861**
Land Value (Easement Holder)	**0.053**	**Acre**	**@**	**$ 16,250**		**$ 861**
Estimated Value By Cost Approach						**$ 167,500**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary*.)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)								
Oak Trees (10)						$	5,000	
						$	-	
						$	-	
						$	-	
Total Contributory Value of Improvements								**$ 5,000**
Fee	1.881	Ac	@	$ 32,500	/ Acre	$	61,133	
Easement	0.053	Ac	@	$ 16,250	/ Acre	$	861	
Total Land								$ 61,994
TOTAL AS A UNIT								**$ 66,994**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)								
No Improvements Indicated						$	-	
						$	-	
						$	-	
						$	-	
						$	-	
						$	-	
						$	-	
						$	-	
Total Contributory Value of Improvements								**$ -**
Land	3.066	Ac	@	$ 32,500	/ Acre	$	99,645	
Easement	0.053	Ac	@	$ 16,250	/ Acre	$	861	
Total Land								$ 100,506
TOTAL AS A UNIT								**$ 100,506**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan and the City of Peñitas.

VALUATION APPROACHES

Cost Approach	$ 100,506
Sales Comparison Approach	Not Applicable
Income Approach	Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to the

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	3.066	Ac	@	$ 32,500	/ Acre	=	$	99,645
Easement	0.053	Ac	@	$ 16,250	/ Acre		$	861
Total Land Value	**3.066**	**Acres**					**$**	**100,506**

Reconciled Final Value **$ 100,506**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID | **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-25%	Superior	-20%	Superior	-30%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	3.066 Acres	10.00 Acres	0%	16.97 Acres	10%	99.124 Acres	40%
Net Adjustments			-15%		-20%		-15%
Indicated Unit Value		$ 34,000	/ Acre	$ 29,540	/ Acre	$ 34,300	/ Acre

Estimated Unit Value of Fee Simple Area		**$ 32,500**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 16,250**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple	**(3.066 x $32,500 / Acre)**	**$ 99,645**	
Value of Easement (Easement Holder)	**(0.053 x $16,250 / Acre)**	**$ 861**	
Value by Sales Comparison Approach		**$ 100,506**	

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $29,540 per acre to $34,300 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $32,500 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / Acre**			
Land Value (Fee)	**3.066**	**Acre**	**@**	**$**	**32,500**		**$ 99,645**
Land Value (Easement Holder)	**0.053**	**Acre**	**@**	**$**	**16,250**		**$ 861**
Estimated Value By Cost Approach							**$ 100,506**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 167,500

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 66,994

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 100,506

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately acquisition is $ 100,506

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 66,994**

EXHIBITS

1. Qualification of Appraiser
2. Certified Letter of Intent to Inspect & Tracking Data
3. Hidalgo County Appraisal District Data

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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

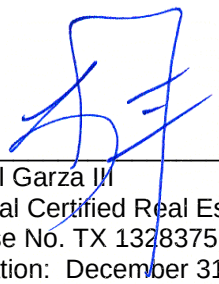
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

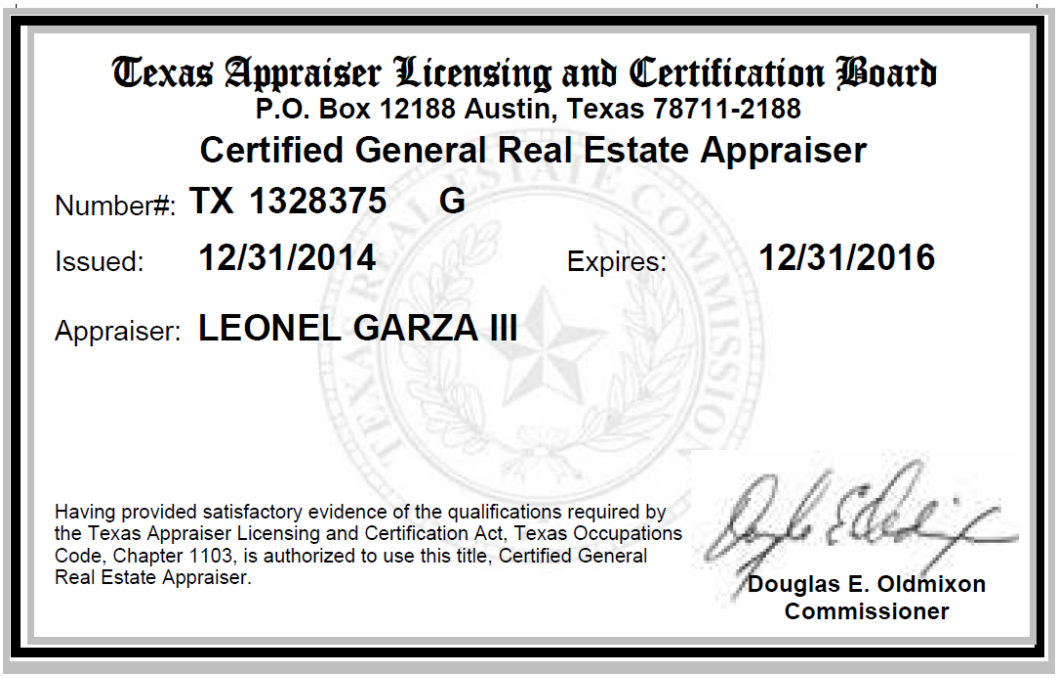
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: 12/31/2014 Expires: 12/31/2016
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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 4A, 4B and 4C

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of D & S Bell Enterprises, LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-450

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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 $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees ¢

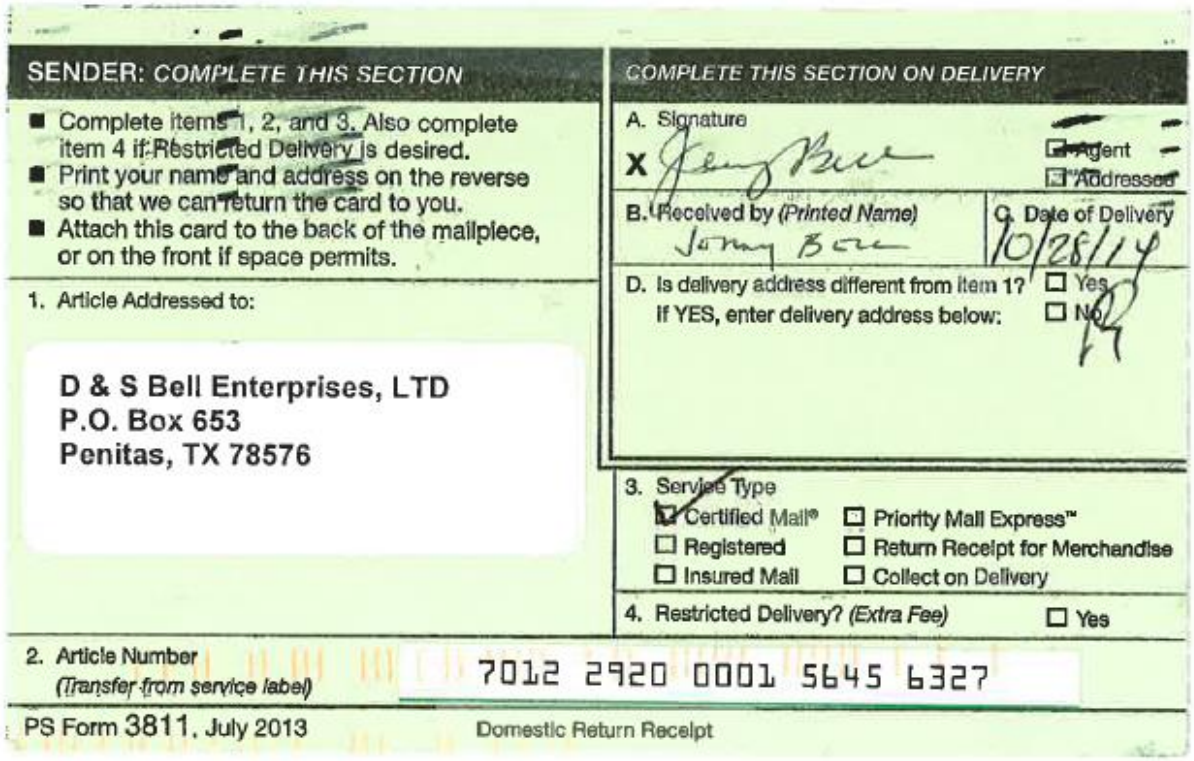
OCT 20 2014 Postmark Here

7012 2920 0001 5645 6327

Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,



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:

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell
☐ Agent
☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/28/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6327

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL DISTRICT DATA

Hidalgo CAD

Property Search Results > 194442 D & S BELL ENTERPRISES LTD for Year 2014

Property

Account

Property ID:	194442	Legal Description:	HOMEVILLE A LOT 207 5.0AC GR 3.82AC NET
Geographic ID:	H4250-01-000-0207-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	D & S BELL ENTERPRISES LTD	Owner ID:	518306
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$11,460	$1,708
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$11,460	
(–) Ag or Timber Use Value Reduction:	–	$9,752	
(=) Appraised Value:	=	$1,708	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,708	

Taxing Jurisdiction

Owner: D & S BELL ENTERPRISES LTD
% Ownership: 100.0000000000%
Total Value: $11,460

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$1,708	$1,708	$0.00
CPN	CITY OF PENITAS	0.434500	$1,708	$1,708	$7.42
DR1	DRAINAGE DISTRICT #1	0.095700	$1,708	$1,708	$1.63
GHD	HIDALGO COUNTY	0.590000	$1,708	$1,708	$10.08
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$1,708	$1,708	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$1,708	$1,708	$2.56
R01	ROAD DIST 01	0.000000	$1,708	$1,708	$0.00
SLJ	LA JOYA ISD	1.311000	$1,708	$1,708	$22.39
SST	SOUTH TEXAS SCHOOL	0.049200	$1,708	$1,708	$0.84

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$1,708	$1,708	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$1,708	$1,708	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$44.92
				Taxes w/o Exemptions:	$44.93

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	3.8200	166399.20	0.00	0.00	$11,460	$1,708

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	$11,460	1,708	1,708	$0	$1,708
2013	$0	$11,460	1,635	1,635	$0	$1,635
2012	$0	$11,460	1,593	1,593	$0	$1,593
2011	$0	$11,460	1,532	1,532	$0	$1,532
2010	$0	$11,460	1,543	1,543	$0	$1,543
2009	$0	$11,460	1,601	1,601	$0	$1,601
2008	$0	$11,460	1,601	1,601	$0	$1,601
2007	$0	$11,460	1,524	1,524	$0	$1,524
2006	$0	$11,460	1,528	1,528	$0	$1,528
2005	$0	$11,460	1,543	1,543	$0	$1,543
2004	$0	$11,460	1,528	1,528	$0	$1,528
2003	$0	$7,755	1,524	1,524	$0	$1,524

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
2	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779
3		CONV	CONVERSION	BELL EVERETT	BELL GERALD E	2400	235	

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.19 miles west of 23rd Street (N/S). District: 21

Property Owner: D & S Bell Enterprises LTD Parcel: 4C

Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 ROW CSJ: N/A

Occupant's Name: Vacant Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition Highway: Peñitas Drain / I-2 County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $65,494 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded D & S Bell Enterprises, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Civil Corp Engineers and Surveyors out of Victoria, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 4C

RCSJ _____ N/A

Owner of Record _____ D & S Bell Enterprises, LTD

P.O. Box 653, Peñitas, Texas 78576

Current Use _____ Vacant

Subject Address or Location __ 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.19 miles west of 23rd Street (N/S)

Legal Description of Part
To Be Acquired_____ A tract of land containing 1.934 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 206, Homeville Association Subdivision "A", map reference: Volume 0, page 24, H.C.M.R., and said 1.934 of one acre of land also being a part or portion of that tract deeded to D & S Bell Enterprises, LTD, recorded in Document 1181932, H.C.D.R., and said 1.934 of one acre of land also being more particularly described by metes and bounds descriptions.

The subject property, as a whole, is a 5.00 acre vacant tract of land located along 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.19 miles west of 23rd Street (N/S) along a canal road ROW. The subject property is a vacant tract of land currently being utilized for row crop farming. The tract is located within the community of Penitas and has all available municipal utilities available which include potable water, electricity and phone service. Sanitary sewer is located in the vicinity. According to the survey provided the part to be acquired is 1.934 acres or approximately 84,193 square feet which will leave a remainder of 3.066 acres. In addition, the western boundary of the subject property contains a 78.3' wide ROW easement in favor of County of Hidalgo that traverses in a north/south direction. This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach. This is performed in order to determine the unit value for the proposed acquisition for the purchase of said tract in the name of the County of Hidalgo.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.934 acres or approximately 84,193 square feet with 467.74' lineal feet along the southern boundary of the subject property. The depth of the acquisition is 180.41' lineal feet along both the western and eastern boundary of the subject property. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

<u>Economic Unit – Whole Property</u>

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the on-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired, however, site improvements were identified. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the on-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

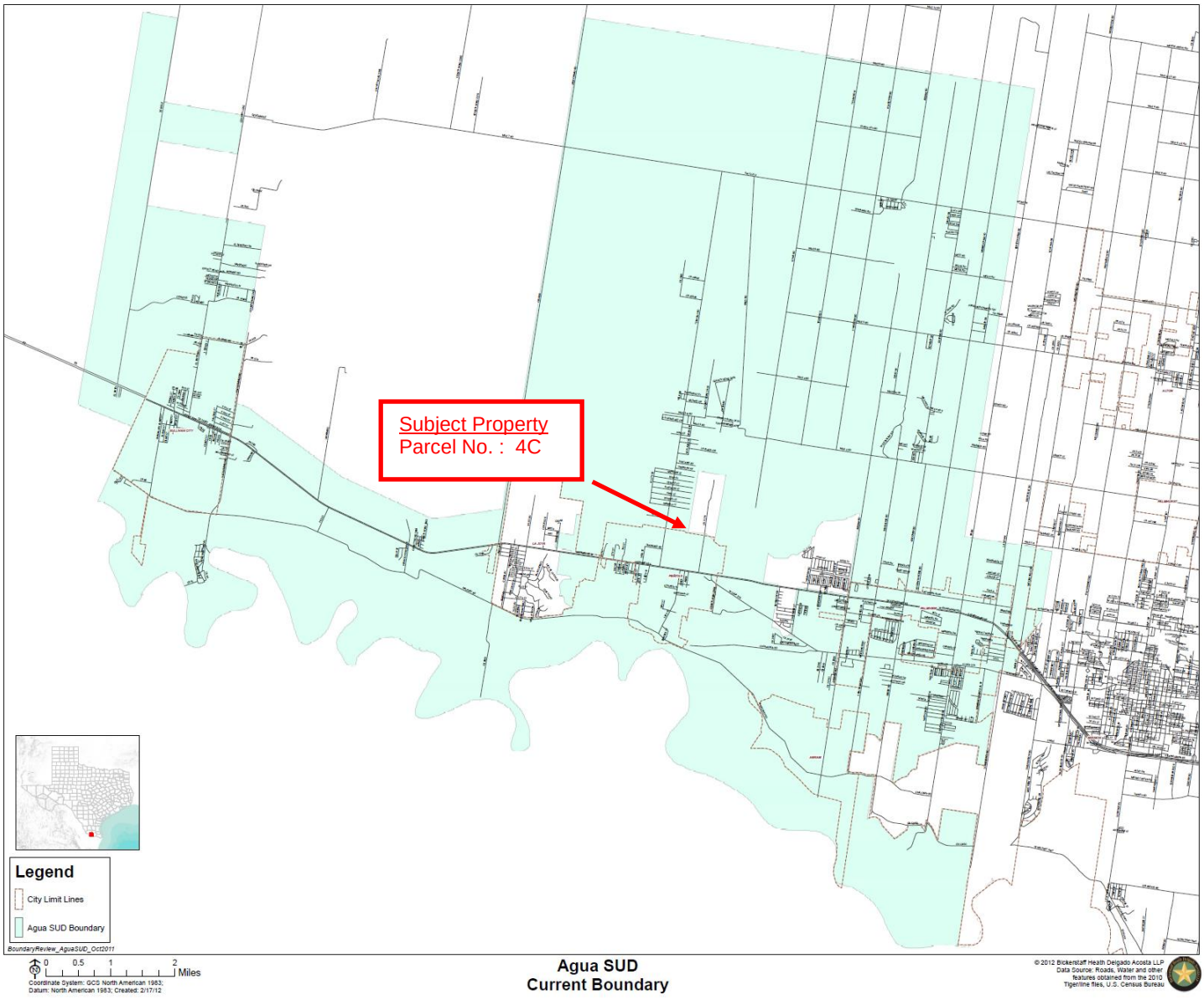
Environmental Statement

This appraiser has made an on-site inspection of the subject property. 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 that may influence its marketability and/or value.

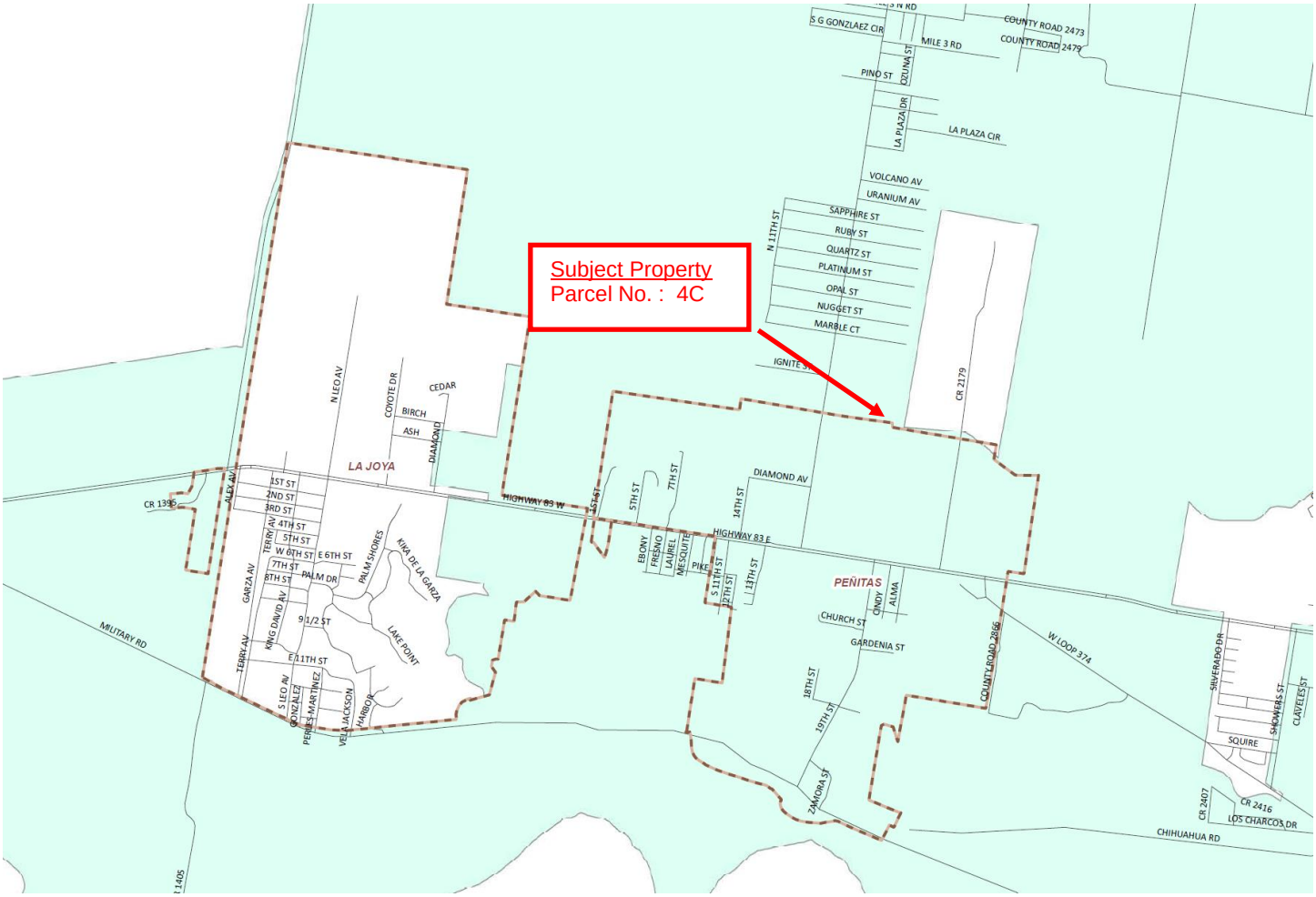
Utilities Services Available

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 4C

Local Address: 23rd Street (W/S), 0.59 miles north of East Expressway 83, and 0.19 miles west of 23rd Street (N/S).

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Canal Road ROW
Photo 2: Canal Road ROW

Looking: Photo 1: Northern View
Photo 2: Northeastern View

Photo 1
General view of the subject property along Canal Road ROW.

Photo 2
Another view of the subject property along the southern boundary of the existing canal system.

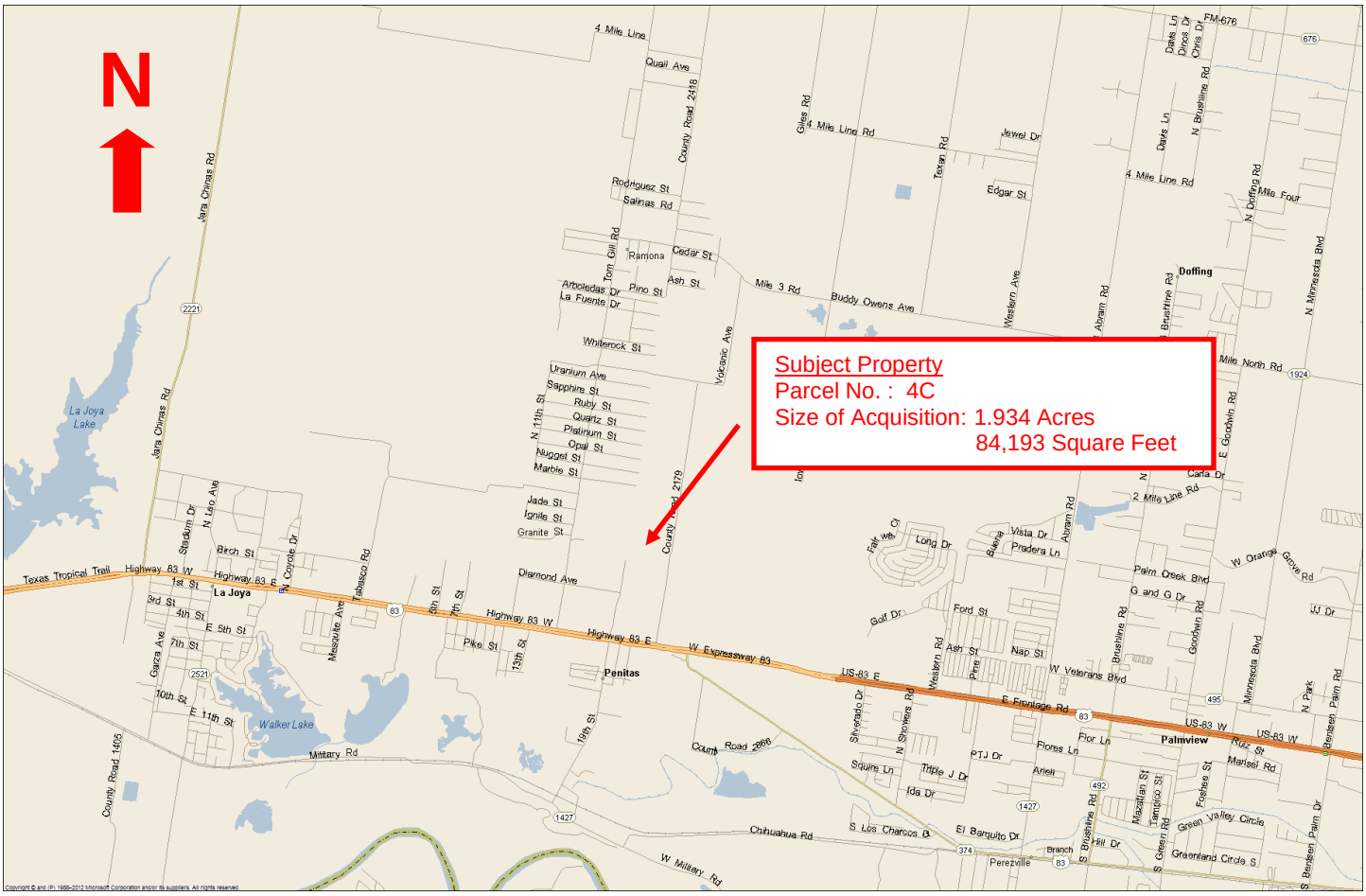
Point which taken: Photo 3: Canal Road ROW
Photo 4: Canal Road ROW

Looking: Photo 3: Western View
Photo 4: Eastern View

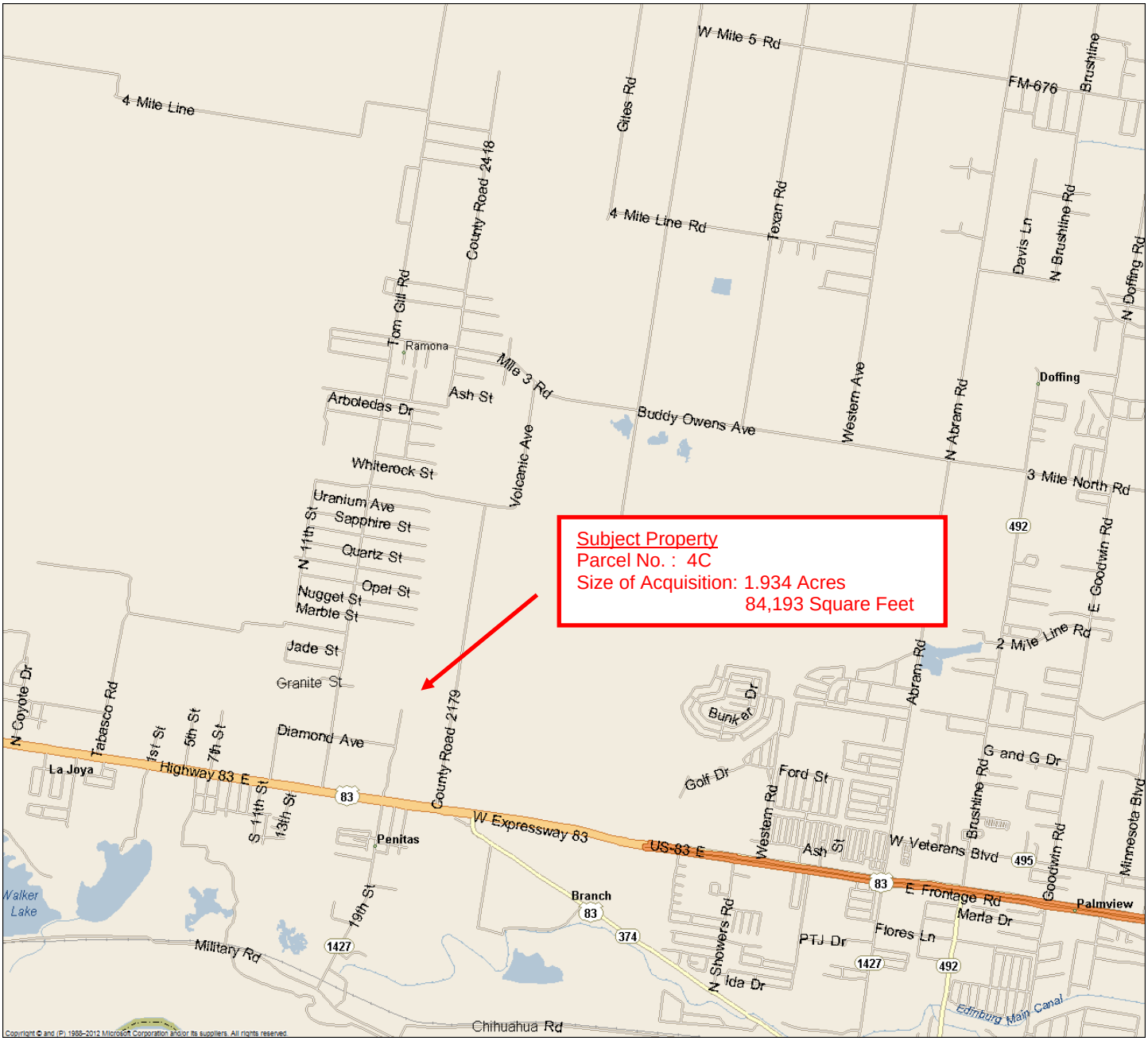
Photo 3
Street view of the existing canal road ROW. The subject property is on the right side of this photo.

Photo 4
Street view of the existing canal road ROW. The subject property is on the left side in this photo.

CITY MAP OF SUBJECT

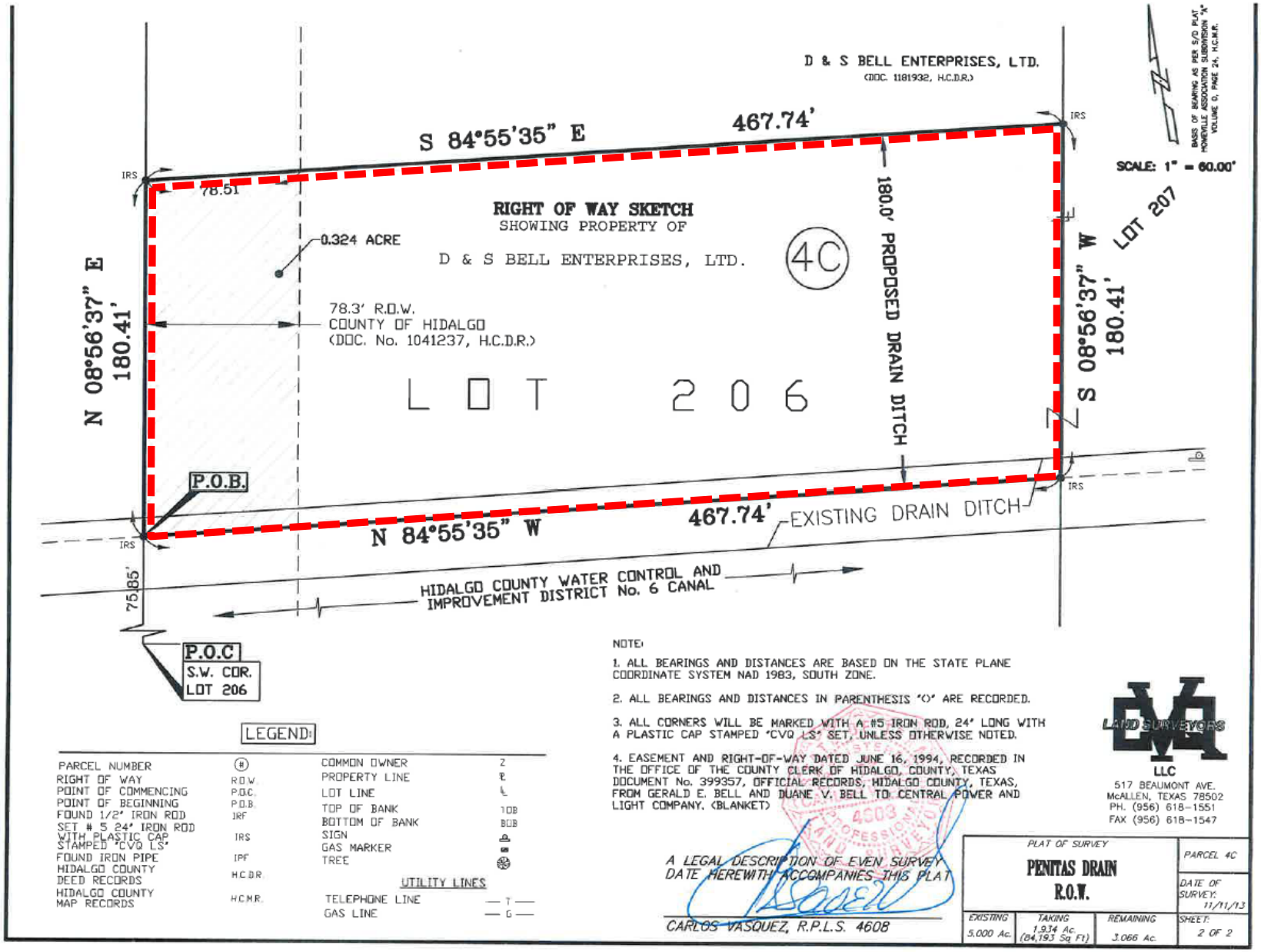


LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW DASHED LINE. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.



LEGEND:

PARCEL NUMBER	(#)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	℄
POINT OF COMMENCING	P.O.C.	LOT LINE	℄
POINT OF BEGINNING	P.O.B.	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	UTILITY LINES	
		TELEPHONE LINE	— T —
		GAS LINE	— G —

NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "()" ARE RECORDED.
3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.
4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

PLAT OF SURVEY			PARCEL 4C
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET:
5.000 Ac.	1.934 Ac. (84,193 Sq Ft)	3.066 Ac.	2 OF 2

Parcel 4C

METES AND BOUNDS DESCRIPTION
1.934 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

LAND SURVEYORS L.L.C.

Parcel 4C: D & S BELL ENTERPRISES, LTD.

A tract of land containing 1.934 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 206, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.934 acres of land also being a part or portion of that tract deeded to D & S Bell Enterprises, Ltd., recorded in Document 1181932, H.C.D.R., and said 1.934 acres of land also being more particularly described as follows;

BEGINNING on the southwest corner of said Lot 206, the North right-of-way of a 27.8 foot (10Vrs) Road and the West line of a 78.33 foot right-of-way easement deeded to the County of Hidalgo, recorded in Document No. 1041237, H.C.D.R., THENCE, N 08° 56' 37" E, along the West line of said Lot 206, a distance of 75.85 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Apparent North right-of-way line of Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 08° 56' 37" E, continuing along the West line of said Lot 206, a distance of 180.41 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE, S 84° 55' 35" E, at a distance of 78.51 feet pass the East line of said 78.33 foot right-of-way easement, and continuing a total distance of 467.74 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 206, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 206, a distance of 180.41 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Apparent North right-of-way line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, for the southwest corner of this tract;

THENCE, N 84° 55' 35" W, along the Apparent North right-of-way line of said Hidalgo County Water Control & Improvement District No. 6 Canal right-of-way, a distance of 467.74 feet to the **POINT OF BEGINNING**, containing 1.934 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4603 PROFESSIONAL LAND SURVEYOR

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of D & S Bell Enterprises LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since March 27, 2003 at which time the property was transferred from Duane V. Bell for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)					
PROPERTY ID		194441	APPRAISAL DISTRICT		0.000000
OWNER OF RECORD		D & S Bell Enterprises LTD	CITY OF PENITAS		0.434500
			DRAINAGE DISTRICT #1		0.095700
LAND AREA		2.98 Acres	HIDALGO COUNTY		0.590000
LAND ASSESSEMENT	$	8,940	SOUTH TEXAS COLLEGE		0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01		0.000000
TOTAL ASSESSED VALUE	$	8,940	LA JOYA INDEPENDENT SCHOOL DISTRICT		1.311000
			SOUTH TEXAS SCHOOL		0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre			
			TAX RATE		2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach..... $ 166,000
Sales Comparison Approach..... Not Applicable
Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
(7) Tree, Oak x $500/Tree	$ 3,500
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ 3,500**

Land Value	4.947	Acres	@ $ 32,500	/ Acre	= $	160,778
Easement Value (Fee Owner)	0.053	Acres	@ $ 16,250	/ Acre	= $	861
Easement Value (Easement Holder)	0.053	Acres	@ $ 16,250	/ Acre	= $	861
Total Land Value					= $	162,500

Reconciled Final Value **$ 166,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-25%	Superior	-20%	Superior	-30%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	5.00 Acre	10.00 Acre	0%	16.97 Acre	10%	99.124 Acre	40%
Net Adjustments			-15%		-20%		-15%
Indicated Unit Value		$ 34,000	/ Acre	$ 29,540	/ Acre	$ 34,300	/ Acre

Estimated Unit Value of Fee Simple Area		**$ 32,500**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 16,250**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple)	**(4.947 Acre x $32,500 / Acre)**	**$ 160,778**	
Value of Easement (Fee Owner)	**(0.053 Acre x $16,250 / Acre)**	**$ 861**	
Value of Easement (Easement Holder)	**(0.053 Acre x $16,250 / Acre)**	**$ 861**	
		$ 162,500	

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4C Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4C Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC

Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6

Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576

Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.

Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 99.124 Acres Unit Price: $40,353 / Acre

Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby

Improvement(s) Description: None As Per Date of Sale

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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)

Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X

Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 4C Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

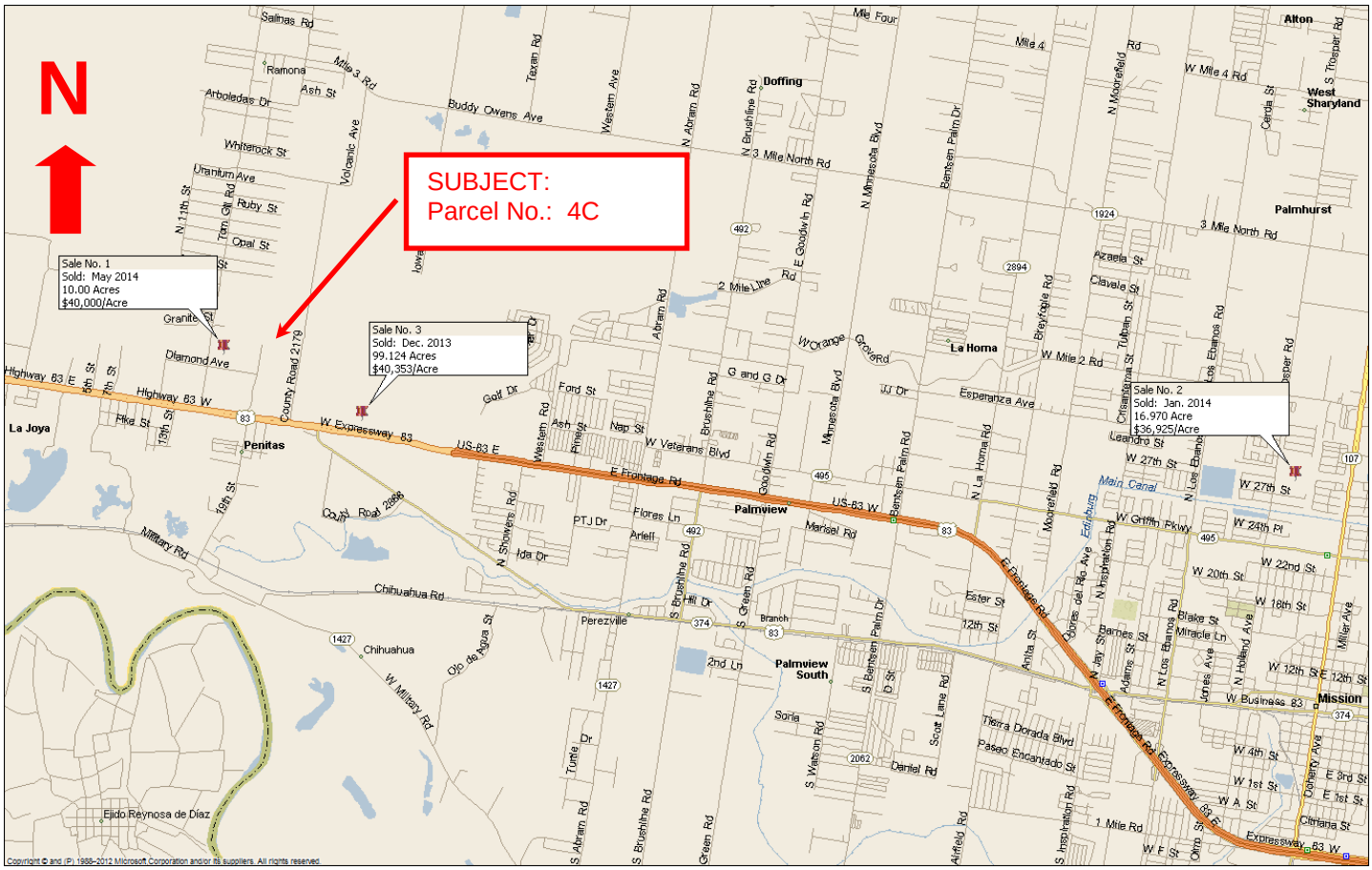
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $29,540 per acre to $34,300 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $32,500 per acre. The portion that is currently under the easement of the Hidalgo County Water Control and Improvement District No. 6 Canal shall be valued at 50% of the fee simple market value ($16,250 per acre) as the whole bundle of rights are not owned by the fee simple owner of record.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
Oak Trees	7	$ 500	$ 3,500	0%	$ 3,500
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ 3,500**
Contributory Value of All Improvements					**$ 3,500**

	Net Land Area			**Price / Acre**		
Land Value (Fee)	**4.947**	**Acre**	**@**	**$ 32,500**		**$ 160,778**
Land Value (Easement)	**0.053**	**Acre**	**@**	**$ 16,250**		**$ 861**
Land Value (Easement Holder)	**0.053**	**Acre**	**@**	**$ 16,250**		**$ 861**
Estimated Value By Cost Approach						**$ 166,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary*.)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)												
Oak Trees (7)								$	3,500		
								$	-		
								$	-		
								$	-		
Total Contributory Value of Improvements										**$**	**3,500**
Fee	1.881	Ac	@	$	32,500	/ Acre		$	61,133		
Easement	0.053	Ac	@	$	16,250	/ Acre		$	861		
Total Land										$	61,994
TOTAL AS A UNIT										**$**	**65,494**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)												
No Improvements Indicated								$	-		
								$	-		
								$	-		
								$	-		
								$	-		
								$	-		
								$	-		
								$	-		
Total Contributory Value of Improvements										**$**	**-**
Land	3.066	Ac	@	$	32,500	/ Acre		$	99,645		
Easement	0.053	Ac	@	$	16,250	/ Acre		$	861		
Total Land										$	100,506
TOTAL AS A UNIT										**$**	**100,506**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan and the City of Peñitas.

VALUATION APPROACHES

Cost Approach	$ 100,506
Sales Comparison Approach	Not Applicable
Income Approach	Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to the proposed right-of-way.

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	3.066 Ac	@	$ 32,500	/ Acre	=	$	99,645
Easement	0.053 Ac	@	$ 16,250	/ Acre	=	$	861
Total Land Value	**3.066 Acres**					**$**	**100,506**

Reconciled Final Value **$ 100,506**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES								
	Subject	**Comp. No. 1**		**Comp. No. 2**		**Comp. No. 3**	
Grantor	Duane V. Bell	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	D & S Bell Enterprises LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	March 27, 2003	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior	-25%	Superior	-20%	Superior	-30%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	-5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	-10%	N. Holland Avenue	-10%	US Expressway 83	-20%
Size of Tract	3.066 Acres	10.00 Acres	0%	16.97 Acres	10%	99.124 Acres	40%
Net Adjustments			-15%		-20%		-15%
Indicated Unit Value		$ 34,000	/ Acre	$ 29,540	/ Acre	$ 34,300	/ Acre

Estimated Unit Value of Fee Simple Area		**$ 32,500**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 16,250**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple)	**(3.066 Acre x $32,500 / Acre)**	**$ 99,645**	
Value of Easement (Easement Holder)	**(0.053 Acre x $16,250 / Acre)**	**$ 861**	
Value by Sales Comparison Approach		**$ 100,506**	

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $29,540 per acre to $34,300 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $32,500 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / Acre**			
Land Value (Fee)	**3.066**	**Acre**	**@**	**$**	**32,500**		**$ 99,645**
Land Value (Easement Holder)	**0.053**	**Acre**	**@**	**$**	**16,250**		**$ 861**
Estimated Value By Cost Approach							**$ 100,506**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 166,000

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 65,494

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 100,506

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is $ 100,506

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 65,494**

EXHIBITS

1. Certification
2. Assumptions and Limiting Conditions
3. Qualification of Appraiser
4. Certified Letter of Intent to Inspect & Tracking Data
5. Hidalgo County Appraisal District Data

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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

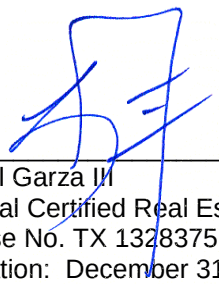
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

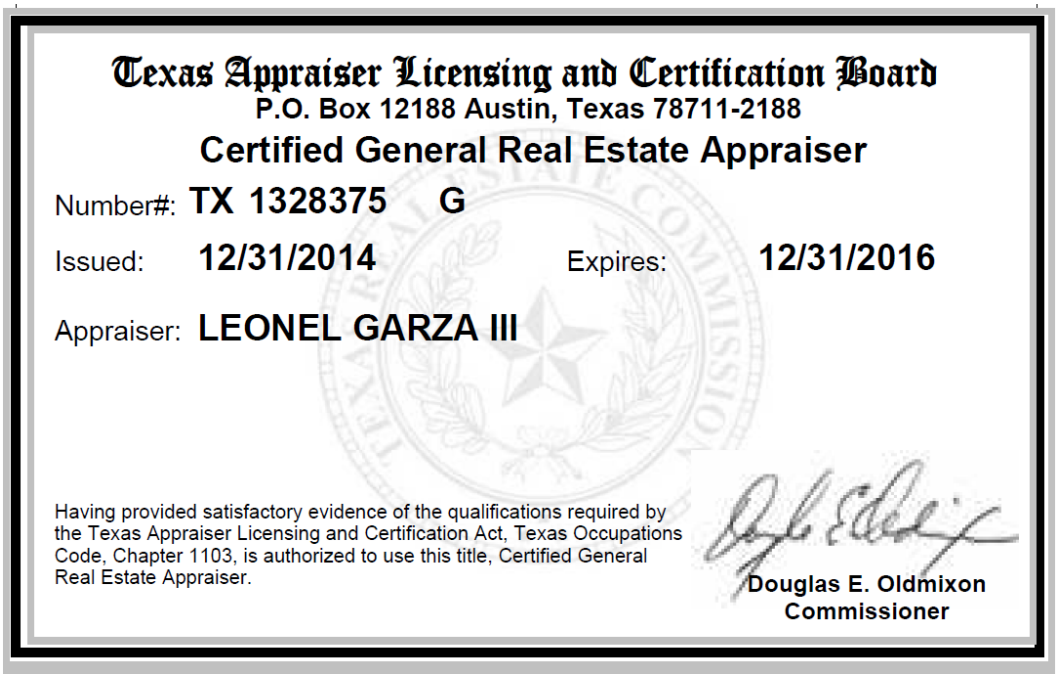
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: 12/31/2014 Expires: 12/31/2016
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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 4A, 4B and 4C

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of D & S Bell Enterprises, LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-450

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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 $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees ¢

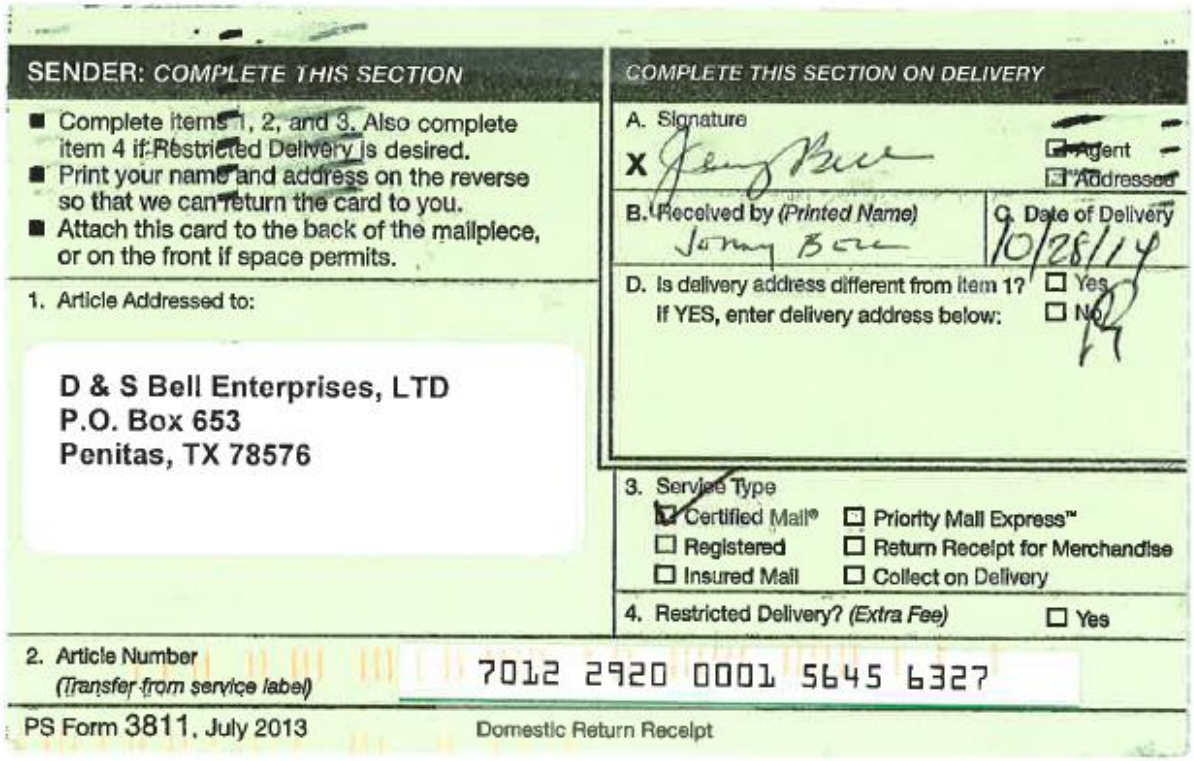
OCT 20 2014 Postmark Here

7012 2920 0001 5645 6327

Sent To
Street, Apt. No. or PO Box No.
City, State, ZIP

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,



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:

D & S Bell Enterprises, LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell
☐ Agent
☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/28/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6327

PS Form 3811, July 2013 Domestic Return Receipt

Hidalgo CAD

Property Search Results > 194441 D & S BELL ENTERPRISES LTD for Year 2014

Property

Account

Property ID:	194441	Legal Description:	HOMEVILLE A LOT 206 5.0AC GR 2.98AC NET
Geographic ID:	H4250-01-000-0206-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	D & S BELL ENTERPRISES LTD	Owner ID:	518306
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$8,940	$1,332
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$8,940	
(–) Ag or Timber Use Value Reduction:	–	$7,608	
(=) Appraised Value:	=	$1,332	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$1,332	

Taxing Jurisdiction

Owner: D & S BELL ENTERPRISES LTD
% Ownership: 100.0000000000%
Total Value: $8,940

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$1,332	$1,332	$0.00
CPN	CITY OF PENITAS	0.434500	$1,332	$1,332	$5.79
DR1	DRAINAGE DISTRICT #1	0.095700	$1,332	$1,332	$1.27
GHD	HIDALGO COUNTY	0.590000	$1,332	$1,332	$7.86
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$1,332	$1,332	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$1,332	$1,332	$2.00
R01	ROAD DIST 01	0.000000	$1,332	$1,332	$0.00
SLJ	LA JOYA ISD	1.311000	$1,332	$1,332	$17.46
SST	SOUTH TEXAS SCHOOL	0.049200	$1,332	$1,332	$0.66

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$1,332	$1,332	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$1,332	$1,332	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$35.04
				Taxes w/o Exemptions:	$35.04

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	2.9800	129808.80	0.00	0.00	$8,940	$1,332

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	$8,940	1,332	1,332	$0	$1,332
2013	$0	$8,940	1,275	1,275	$0	$1,275
2012	$0	$8,940	1,243	1,243	$0	$1,243
2011	$0	$8,940	1,195	1,195	$0	$1,195
2010	$0	$8,940	1,204	1,204	$0	$1,204
2009	$0	$8,940	1,249	1,249	$0	$1,249
2008	$0	$8,940	1,249	1,249	$0	$1,249
2007	$0	$8,940	1,189	1,189	$0	$1,189
2006	$0	$8,940	1,192	1,192	$0	$1,192
2005	$0	$8,940	1,204	1,204	$0	$1,204
2004	$0	$8,940	1,192	1,192	$0	$1,192
2003	$0	$6,049	1,189	1,189	$0	$1,189

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
2	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779
3		CONV	CONVERSION	BELL EVERETT	BELL GERALD E	2400	235	

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 23rd Street (W/S), 0.46 miles north of East Expressway 83, and 0.09 miles east of west of 23rd Street, Penitas, Texas — District: 21
Property Owner: Mil Encinos Development, LTD — Parcel: 3B
Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 — ROW CSJ: N/A
Occupant's Name: Vacant — Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition — Highway: Peñitas Drain / I-2 — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $95,850 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Mil Encinos Development, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser — Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC out of McAllen, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____	3B
RCSJ _____	N/A
Owner of Record _____	Mil Encinos Development LTD
	P.O. Box 653, Peñitas, Texas 78576
Current Use _____	Vacant
Subject Address or Location	23rd Street (W/S), 0.46 miles north of East Expressway 83, and 0.09 miles west of 23rd Street, Penitas, Texas
Legal Description of Part To Be Acquired_____	A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 214, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos development, LTD, recorded in Document No. 1295638, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description.

The subject property is a vacant tract of land located 23rd Street (W/S), 0.46 miles north of East Expressway 83, and approximately 0.09 miles west of 23rd Street, within the City of Penitas, Texas. The primary access to the subject property is from Penitas Street. No physical address exists for the site as the tracts are not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. Extension of these services is available to the developer. The part to be acquired is 86,569 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

Economic Unit – Whole Property

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired (1.928 acres). This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the on-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the on-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

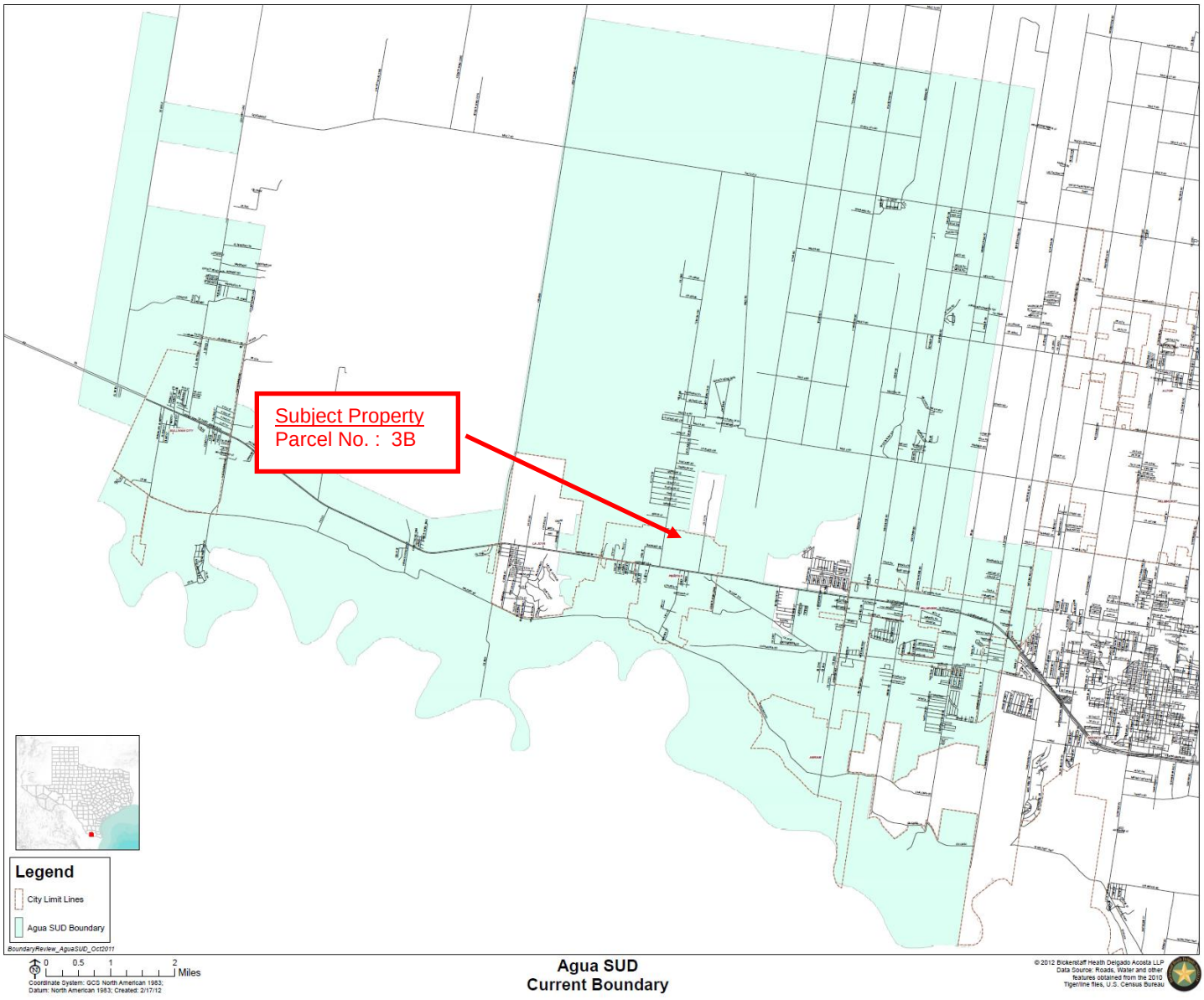
Environmental Statement

This appraiser has made an on-site inspection of the subject property. 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 that may influence its marketability and/or value.

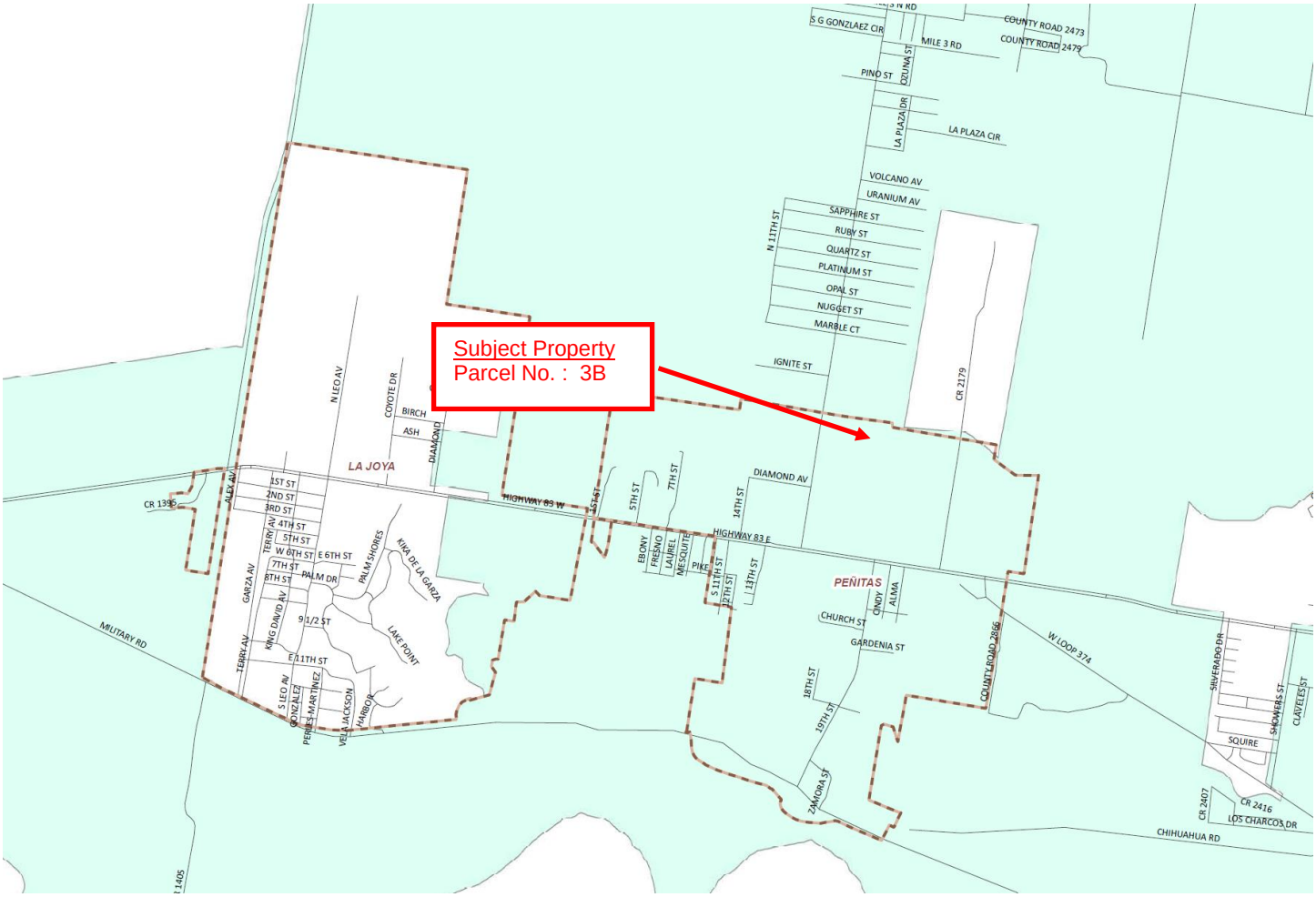
Utilities Services Available

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 3B

Local Address: 23rd Street (W/S), 0.46 miles north of East Expressway 83, and 0.09 miles west of 23rd Street, Penitas, Texas

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Canal Road ROW
Photo 2: Canal Road ROW

Looking: Photo 1: Southern View
Photo 2: Southeastern View

Photo 1

General view of the subject property along Canal Road ROW.

Photo 2

Another view of the subject property along the southern boundary of the existing canal system.

Point which taken: Photo 3: Canal Road ROW
Photo 4: Canal Road ROW

Looking: Photo 3: Western View
Photo 4: Eastern View

Photo 3

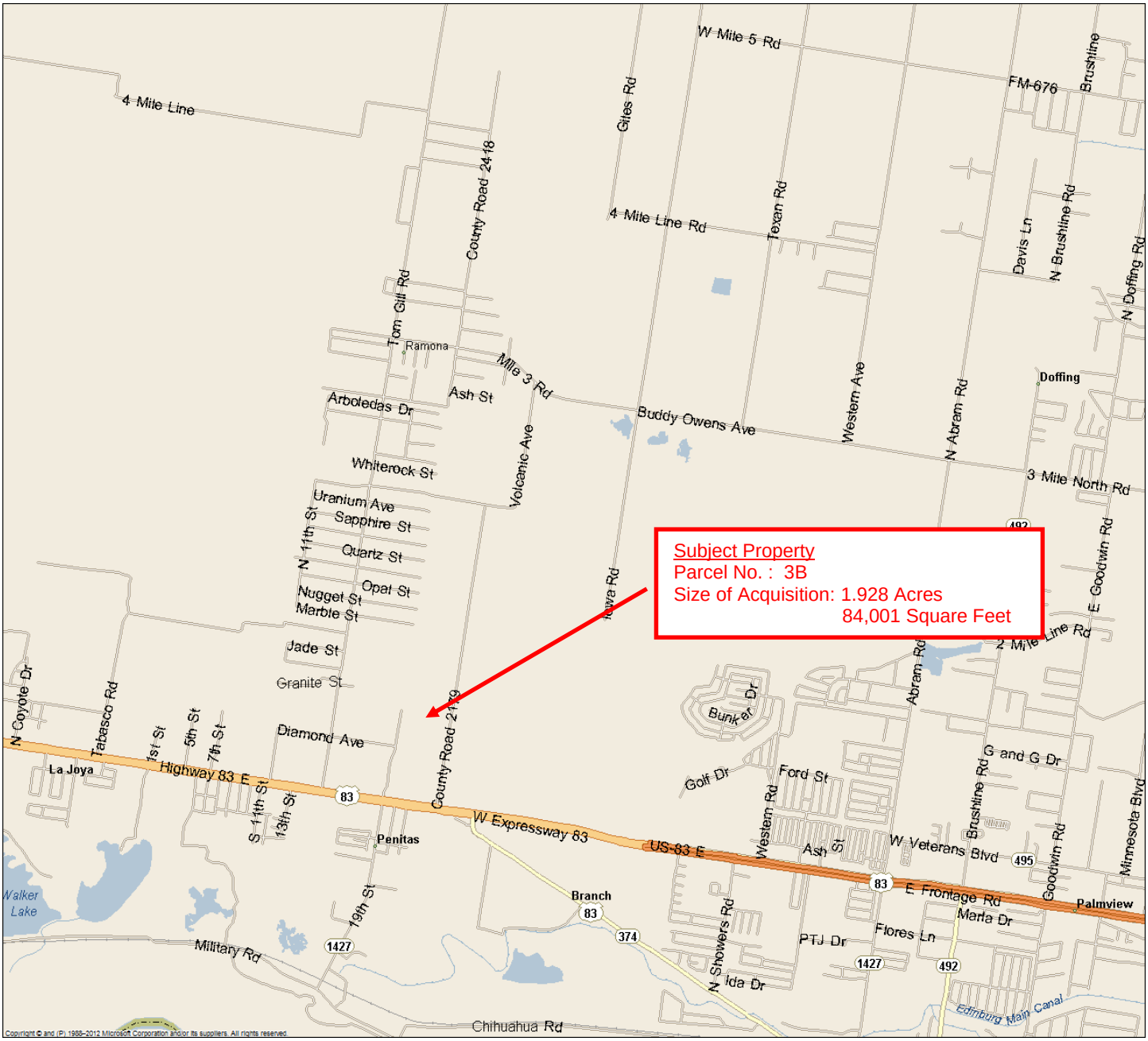
Street View of the existing canal road ROW. The subject property is on the left side in this photo.

Photo 4

Street view of the existing canal road ROW. The subject property is on the right side in this photo.

CITY MAP OF SUBJECT

LOCATION MAP OF SUBJECT



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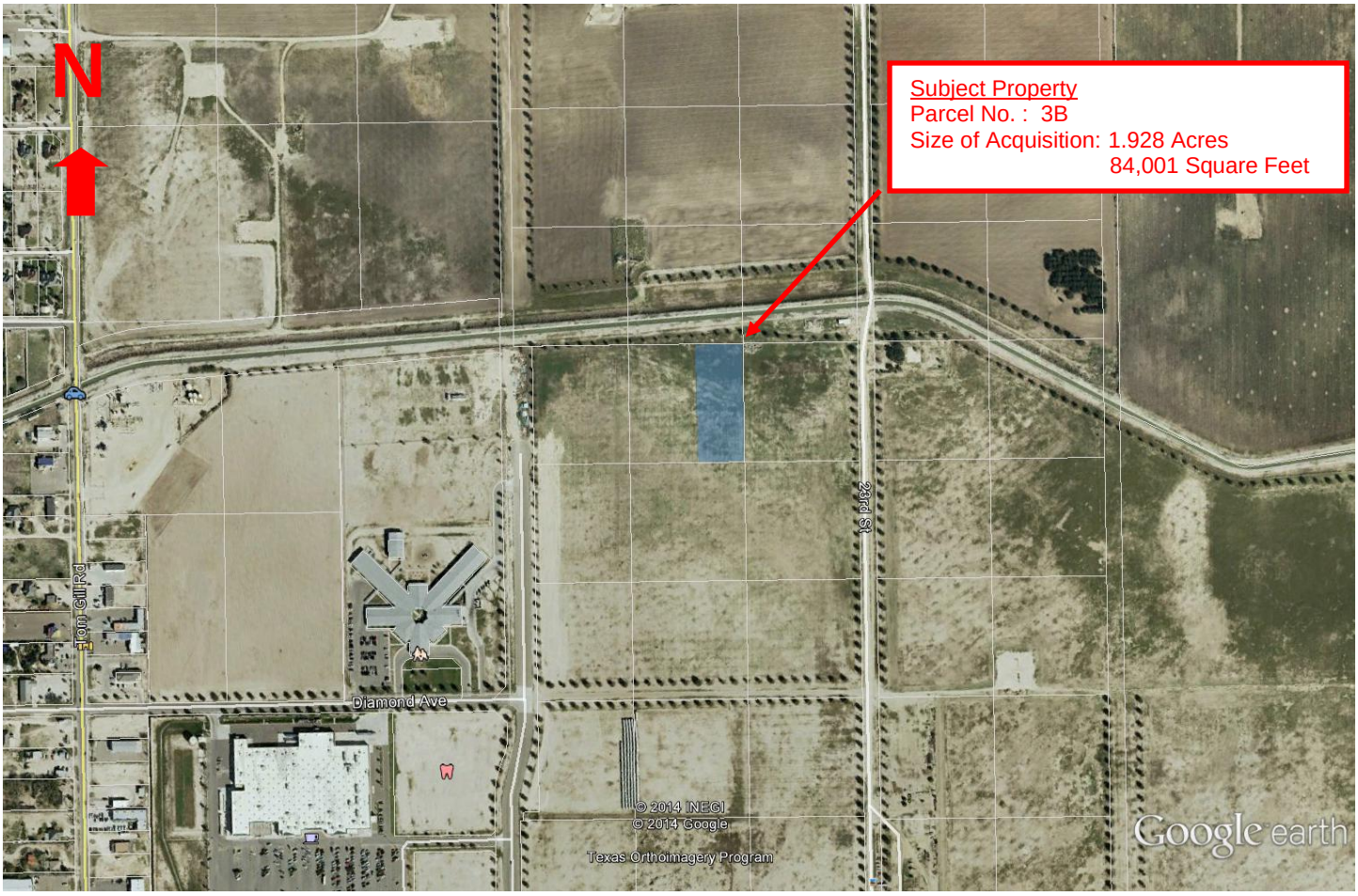
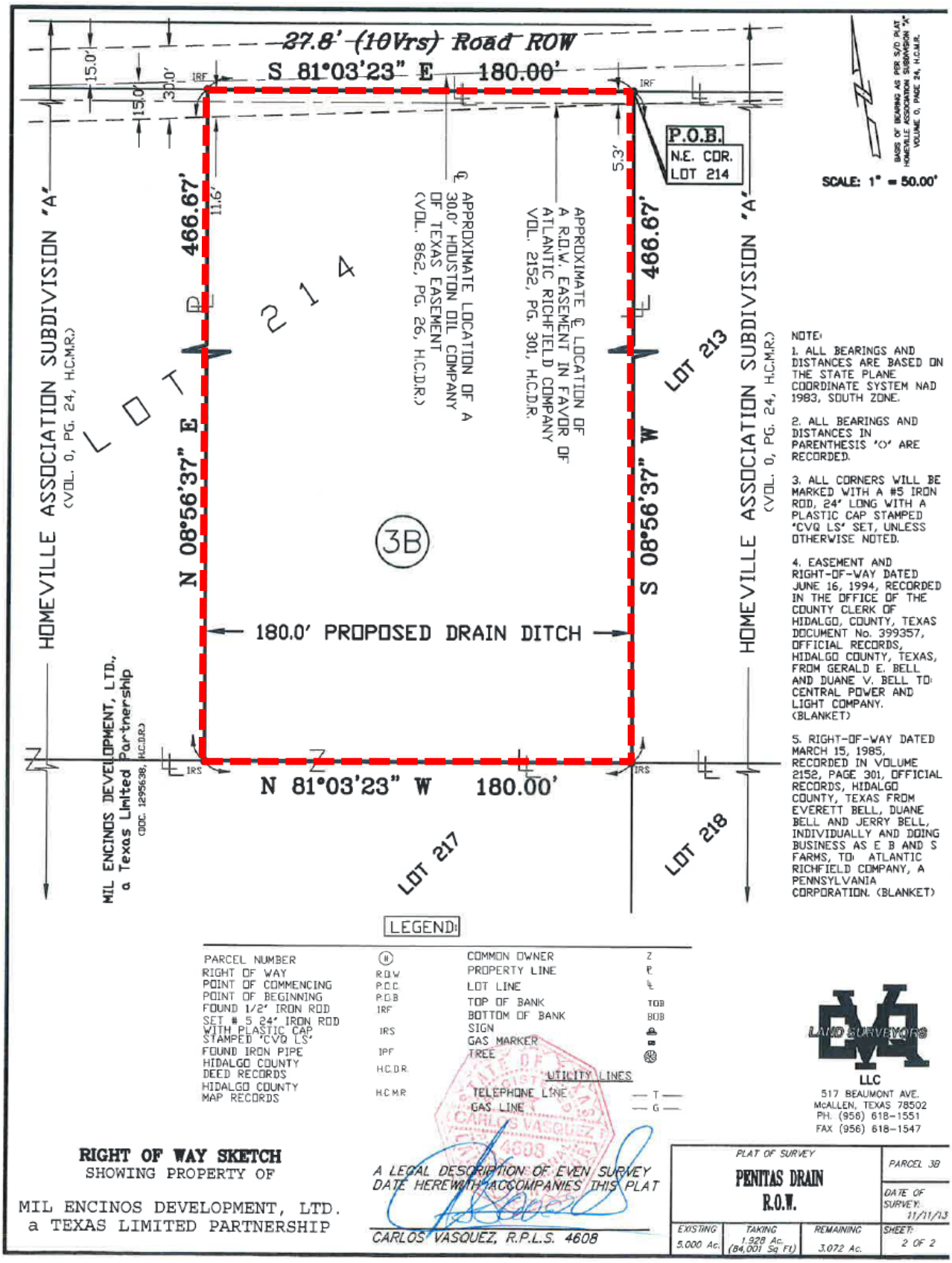
AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED



THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE BLUE HIGHLIGHTED AREA. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.



NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS '( )' ARE RECORDED.
3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.
4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO: CENTRAL POWER AND LIGHT COMPANY. (BLANKET)
5. RIGHT-OF-WAY DATED MARCH 15, 1985, RECORDED IN VOLUME 2152, PAGE 301, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS FROM EVERETT BELL, DUANE BELL AND JERRY BELL, INDIVIDUALLY AND DOING BUSINESS AS E B AND S FARMS, TO: ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION. (BLANKET)

LEGEND:

PARCEL NUMBER	(#)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	P.
POINT OF COMMENCING	P.O.C.	LOT LINE	℄
POINT OF BEGINNING	P.O.B.	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	UTILITY LINES	
		TELEPHONE LINE	— T —
		GAS LINE	— G —

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

MIL ENCINOS DEVELOPMENT, LTD.
a TEXAS LIMITED PARTNERSHIP

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

PLAT OF SURVEY			PARCEL 3B
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET:
5.000 Ac.	1.928 Ac. (84,001 Sq Ft)	3.072 Ac.	2 OF 2

Parcel 3B

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel 3B: MIL ENCINOS DEVELOPMENT, LTD., a Texas Limited Partnership

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 214, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos Development, Ltd., a Texas Limited Partnership, recorded in Document 1295638, H.C.D.R., and said 1.928 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the northeast corner of said Lot 214 and the South right-of-way of a 27.8 foot (10Vrs) Road, for the northeast corner of this tract and **POINT OF BEGINNING**;

THENCE, S 08° 56' 37" W, along the East line of said Lot 214, a distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Southeast corner of said Lot 214, for the southeast corner of this tract;

THENCE, N 81° 03' 23" W, along the South line of said Lot 214, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 466.67 feet to an iron rod found on the North line of said Lot 214 and the South right-of-way of said 27.8 foot Road, for the northwest corner of this tract;

THENCE, S 81° 03' 23" E, along the North line of said Lot 214 and South right-of-way of said 27.8 foot Road, a distance of 180.00 feet to the **POINT OF BEGINNING**, containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of Mil Encinos Development LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since February 9, 2004 at which time the property was transferred from Sarah Lamont for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194449	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Mil Encinos Development LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	15,000	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	15,000	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre		
TAXES w/CURRENT EXEMPTION	$	-		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state

of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach.....$ 250,000

Sales Comparison Approach..... Not Applicable

Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value (Fee Simple)	4.978	Acre @	$ 50,000	/ Acre	=	$	248,900
Easement Value (Fee Owner)	0.022	Acre @	$ 25,000	/ Acre	=	$	550
Easement Value (Easement Holde	0.022	Acre @	$ 25,000	/ Acre	=	$	550
Total Land Value					=	$	250,000

Reconciled Final Value **$ 250,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID | **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000 / Acre		$ 36,925 / Acre		$ 40,353 / Acre	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	5.00 Acre	10.00 Acre	5%	16.97 Acre	15%	99.124 Acre	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000 / Acre		$ 49,849 / Acre		$ 50,441 / Acre	

Estimated Unit Value of Fee Simple Area **$ 50,000 / Acre**
Estimated Unit Value of Easement Area **$ 25,000 / Acre**

Value by Sales Comparison Approach (Fee Simple)	**(4.978 Acre x $50,000 / Acre)**	**$ 248,900**
Value of Easement (Fee Owner)	**(0.022 Acre x $25,000 / Acre)**	**$ 550**
Value of Easement (Easement Holder)	**(0.022 Acre x $25,000 / Acre)**	**$ 550**
		$ 250,000

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC
Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6
Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576
Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.
Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 99.124 Acres Unit Price: $40,353 / Acre
Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby
Improvement(s) Description: None As Per Date of Sale
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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)
Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X

Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

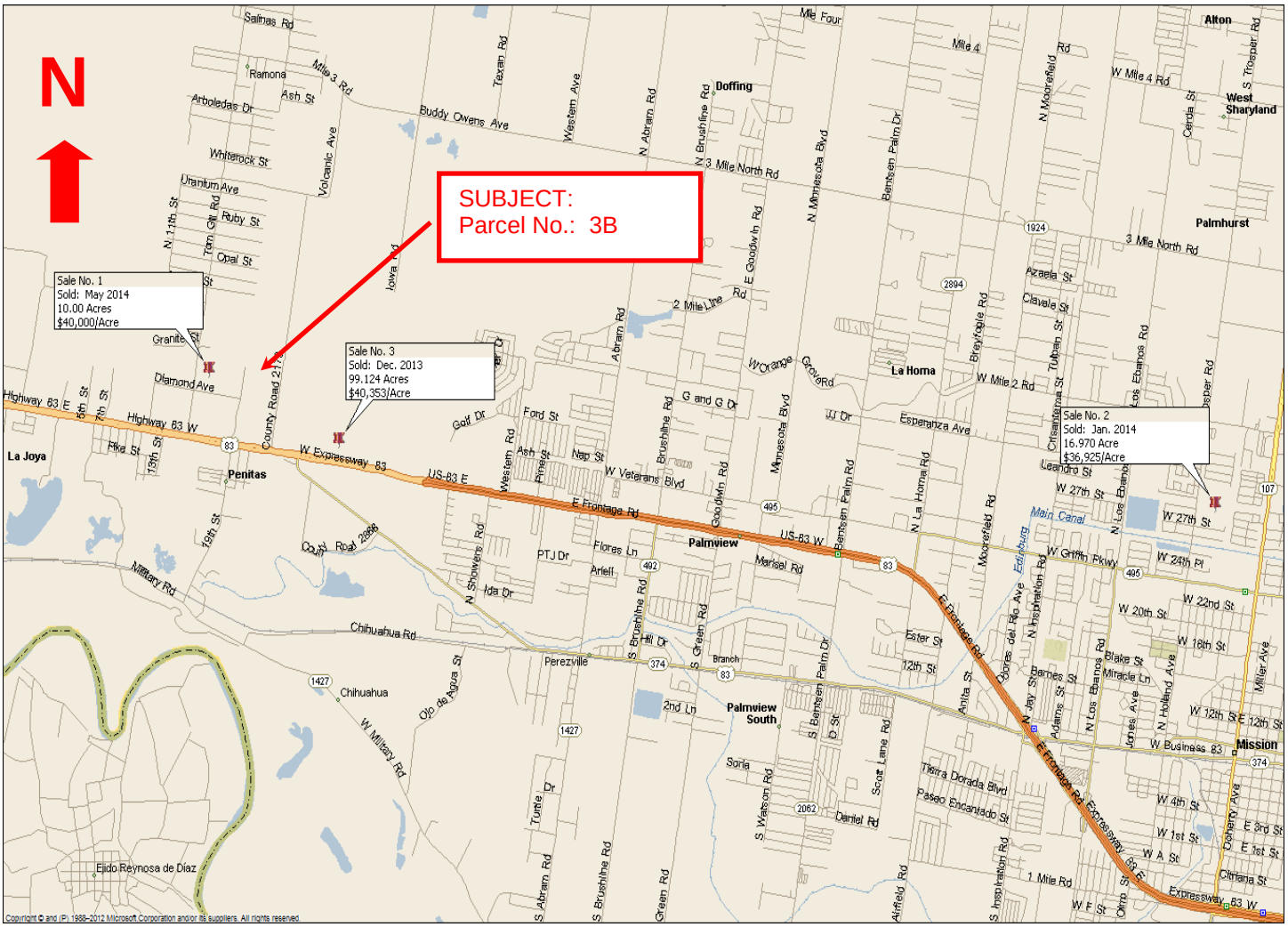
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre. The portion that is currently under the easement of the Hidalgo County Water Control and Improvement District No. 6 Canal shall be valued at 50% of the fee simple market value ($25,000 per acre) as the whole bundle of rights are not owned by the fee simple owner of record.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / Acre**			
Land Value (Fee)	**4.978**	**Acre**	**@**	**$**	**50,000**		**$ 248,900**
Land Value (Easement)	**0.022**	**Acre**	**@**	**$**	**25,000**		**$ 550**
Land Value (Easement Holder)	**0.022**	**Acre**	**@**	**$**	**25,000**		**$ 550**
Estimated Value By Cost Approach							**$ 250,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary*.)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)							
No Improvements Indicated						$ -	
						$ -	
						$ -	
						$ -	
Total Contributory Value of Improvements							**$ -**
Fee	1.906	Ac	@	$ 50,000	/ Acre	$ 95,300	
Easement	0.022	Ac	@	$ 25,000	/ Acre	$ 550	
Total Land							$ 95,850
TOTAL AS A UNIT							**$ 95,850**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)							
No Improvements Indicated						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
						$ -	
Total Contributory Value of Improvements							**$ -**
Land	3.072	Ac	@	$ 50,000	/ Acre	$ 153,600	
Easement	0.022	Ac	@	$ 25,000	/ Acre	$ 550	
Total Land							$ 154,150
TOTAL AS A UNIT							**$ 154,150**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan the City of Peñitas.

VALUATION APPROACHES

Cost Approach $ 154,150

Sales Comparison Approach Not Applicable

Income Approach Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	3.072	Ac	@	$ 50,000	/ Acre	=	$ 153,600
Easement	0.022	Ac	@	$ 25,000	/ Acre	=	$ 550
Total Land Value	**3.072**	**Acres**					**$ 154,150**

Reconciled Final Value **$ 154,150**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000 / Acre		$ 36,925 / Acre		$ 40,353 / Acre	
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	3.072 Acres	10.00 Acres	5%	16.97 Acres	15%	99.124 Acres	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000 / Acre		$ 49,849 / Acre		$ 50,441 / Acre	

Estimated Unit Value of Fee Simple Area		**$ 50,000**	**/ Acre**
Estimated Unit Value of Easement Area		**$ 25,000**	**/ Acre**
Value by Sales Comparison Approach (Fee Simple	**(3.072 x $50,000 / Acre)**	**$ 153,600**	
Value of Easement (Easement Holder)	**(0.022 x $25,000 / Acre)**	**$ 550**	
Value by Sales Comparison Approach		**$ 154,150**	

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / Acre**			
Land Value (Fee)	**3.072**	**Acre**	**@**	**$**	**50,000**		**$ 153,600**
Land Value (Easement Holder)	**0.022**	**Acre**	**@**	**$**	**25,000**		**$ 550**
Estimated Value By Cost Approach							**$ 154,150**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 250,000

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 95,850

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 154,150

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately acquisition is $ 154,150

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 95,850**

EXHIBITS

1. Qualification of Appraiser
2. Certified Letter of Intent to Inspect & Tracking Data
3. Hidalgo County Appraisal District Data
4. 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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

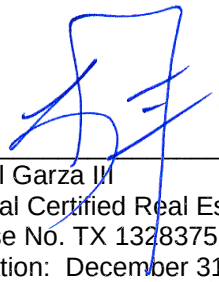
The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

“(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner’s ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, “direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

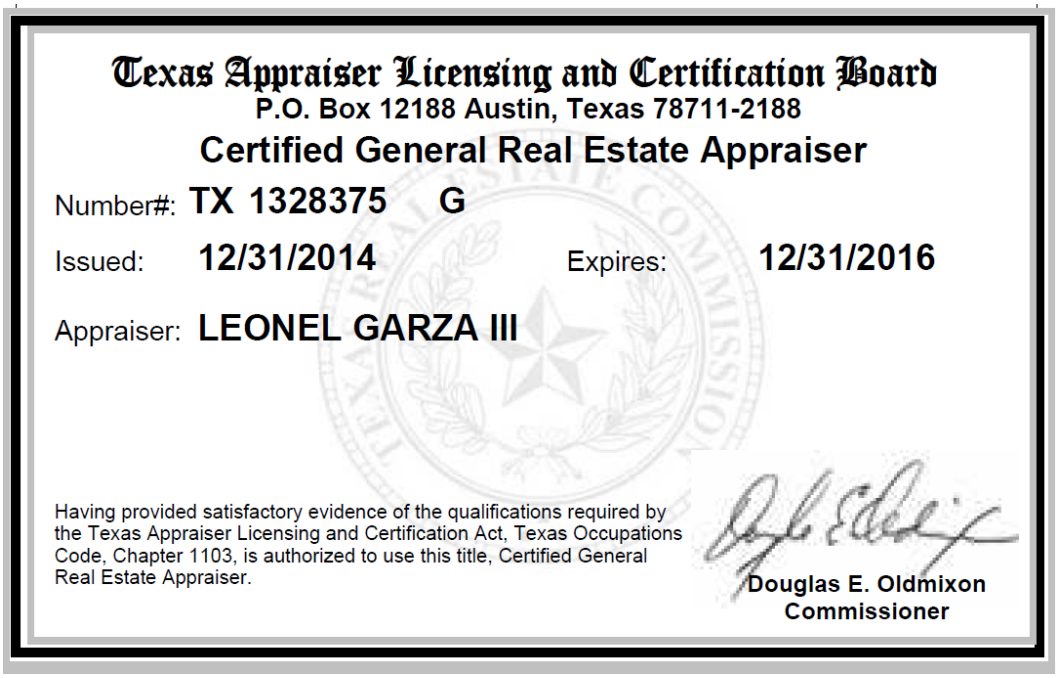
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: 12/31/2014 Expires: 12/31/2016
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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 2A, 2B, 3A and 3B

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Mil Encinos Development LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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 $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage

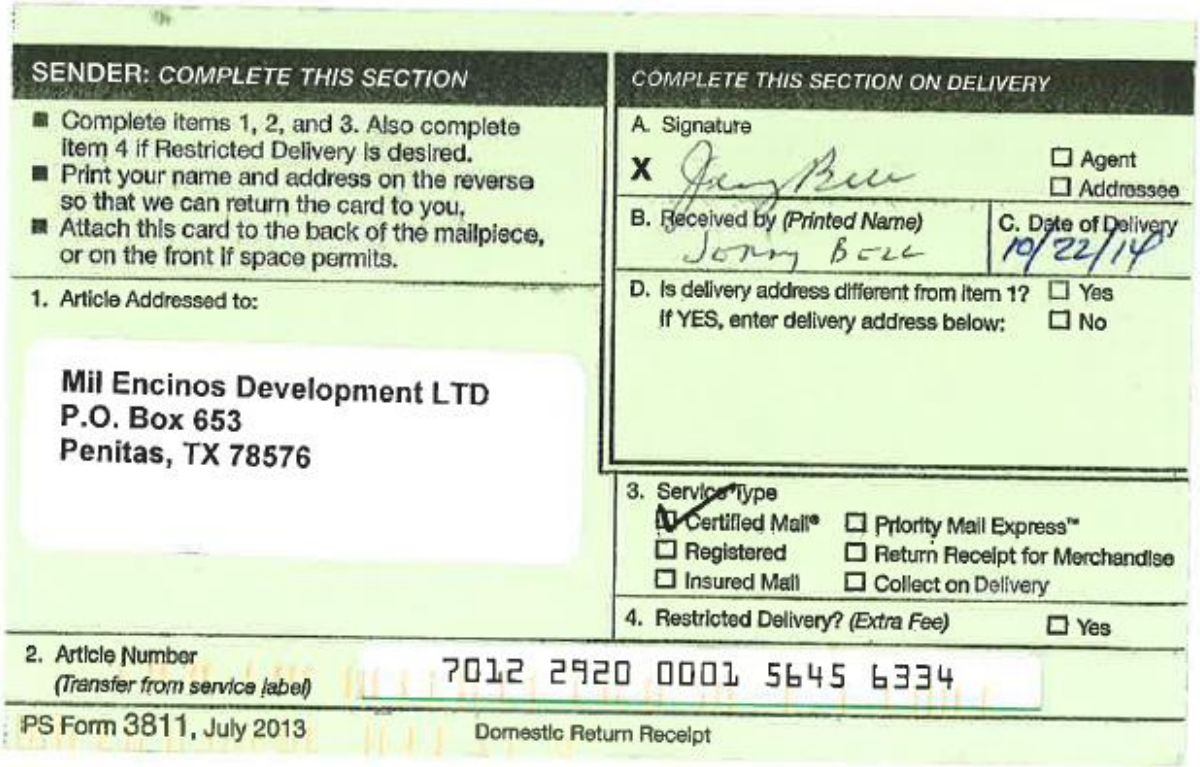
OCT 20 2014
Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,

7012 2920 0001 5645 6334



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:

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/22/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6334

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL DISTRICT DATA

Hidalgo CAD

Property Search Results > 194449 MIL ENCINOS DEVELOPMENT LTD for Year 2014

Property

Account

Property ID:	194449	Legal Description:	HOMEVILLE A LT 214 5.00 AC
Geographic ID:	H4250-01-000-0214-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	MIL ENCINOS DEVELOPMENT LTD	Owner ID:	546639
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$15,000	$2,235
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$15,000	
(–) Ag or Timber Use Value Reduction:	–	$12,765	
(=) Appraised Value:	=	$2,235	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$2,235	

Taxing Jurisdiction

Owner: MIL ENCINOS DEVELOPMENT LTD
% Ownership: 100.0000000000%
Total Value: $15,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$2,235	$2,235	$0.00
CPN	CITY OF PENITAS	0.434500	$2,235	$2,235	$9.71
DR1	DRAINAGE DISTRICT #1	0.095700	$2,235	$2,235	$2.14
GHD	HIDALGO COUNTY	0.590000	$2,235	$2,235	$13.19
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$2,235	$2,235	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$2,235	$2,235	$3.35
R01	ROAD DIST 01	0.000000	$2,235	$2,235	$0.00
SLJ	LA JOYA ISD	1.311000	$2,235	$2,235	$29.30
SST	SOUTH TEXAS SCHOOL	0.049200	$2,235	$2,235	$1.10

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$58.79
				Taxes w/o Exemptions:	$58.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	5.0000	217800.00	0.00	0.00	$15,000	$2,235

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	$15,000	2,235	2,235	$0	$2,235
2013	$0	$15,000	2,140	2,140	$0	$2,140
2012	$0	$15,000	2,085	2,085	$0	$2,085
2011	$0	$15,000	2,005	2,005	$0	$2,005
2010	$0	$15,000	2,020	2,020	$0	$2,020
2009	$0	$15,000	2,095	2,095	$0	$2,095
2008	$0	$21,200	2,095	2,095	$0	$2,095
2007	$0	$21,200	1,995	1,995	$0	$1,995
2006	$0	$21,200	2,000	2,000	$0	$2,000
2005	$0	$21,200	2,020	2,020	$0	$2,020
2004	$0	$21,200	2,000	2,000	$0	$2,000
2003	$0	$10,150	1,995	1,995	$0	$1,995

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD TRUS	MIL ENCINOS DEVEL			1295637
2	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	D & S BELL ENTERPF	BELL GERALD TRUS			1295636
3	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	MIL ENCINOS DEVEL	MIL ENCINOS DEVEL			1295638

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Peñitas Drainage Project

October 20, 2014

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 3. 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.** 2A, 2B, 3A & 3B
2. **Owner(s) of Record:** M/I Encinos Development, Ltd
3. **Who Is Authorized To Make Decisions For This Property?** Jerry Bell and/or Duane Bell
4. **Contact Numbers:** Jerry & Duane office 585-6482
5. **Mailing Address:** P.O. Box 653 Peñitas, TX 78576
6. **Date of Purchase:** transfered to Ltd. from Partner Jan 28, 2004
7. **Original Purchase Price of Property:** –
8. **Number of Acres (SF) Purchased:** –
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 We have appraisals for loan purposes and land sales
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☑ No
    Explain

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☑ No

Explain _____

14. Comments, Concerns or Special Request: _____

Please contact John Womack (956-624-2621), our business manager for further questions and negotiations of terms, price, etc.

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
contact John Womack 624-2621

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Jerry Bell — 10-27-14

Authorized Signature **Date**

Jerry Bell

Print Name

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Penitas Street (E/S), 0.37 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas — District: 21
Property Owner: Mil Encinos Development, LTD — Parcel: 3A
Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 — ROW CSJ: N/A
Occupant's Name: Vacant — Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition — Highway: Peñitas Drain / I-2 — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $96,400 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Mil Encinos Development, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser — Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC out of McAllen, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____	3A
RCSJ _____	N/A
Owner of Record _____	Mil Encinos Development LTD
	P.O. Box 653, Peñitas, Texas 78576
Current Use _____	Vacant
Subject Address or Location	Penitas Street (E/S), 0.37 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas
Legal Description of Part To Be Acquired_____	A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 217, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos development, LTD, recorded in Document No. 1295638, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description.

The subject property is a vacant tract of land located along Penitas Street (E/S), 0.37 miles north of East Expressway 83, and approximately 0.08 miles east of Penitas Street, within the City of Penitas, Texas. The primary access to the subject property is from Penitas Street. No physical address exists for the site as the tracts are not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. Extension of these services is available to the developer. The part to be acquired is 86,569 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

Economic Unit – Whole Property

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the off-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

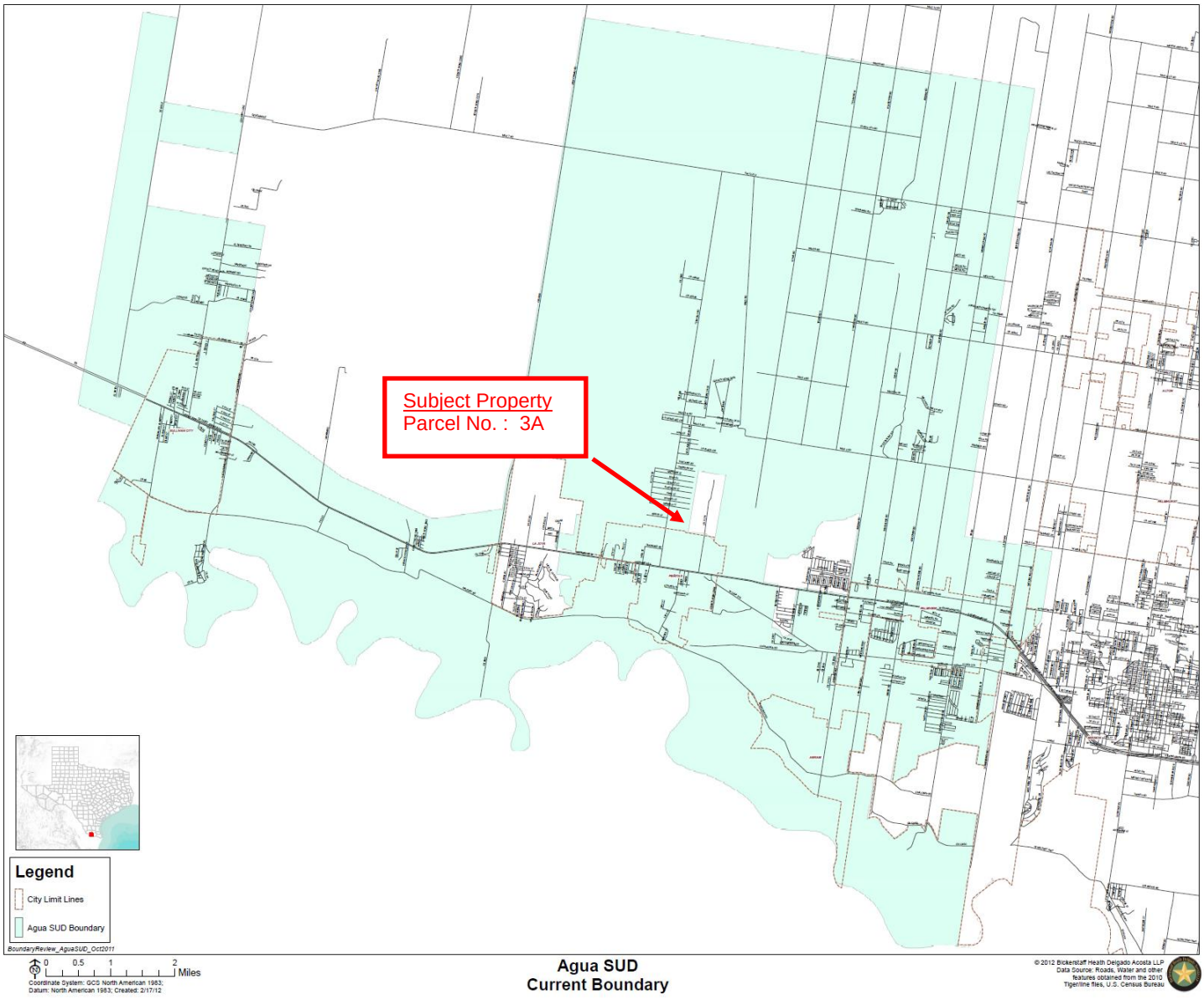
Environmental Statement

This appraiser has made an off-site inspection of the subject property. 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 that may influence its marketability and/or value.

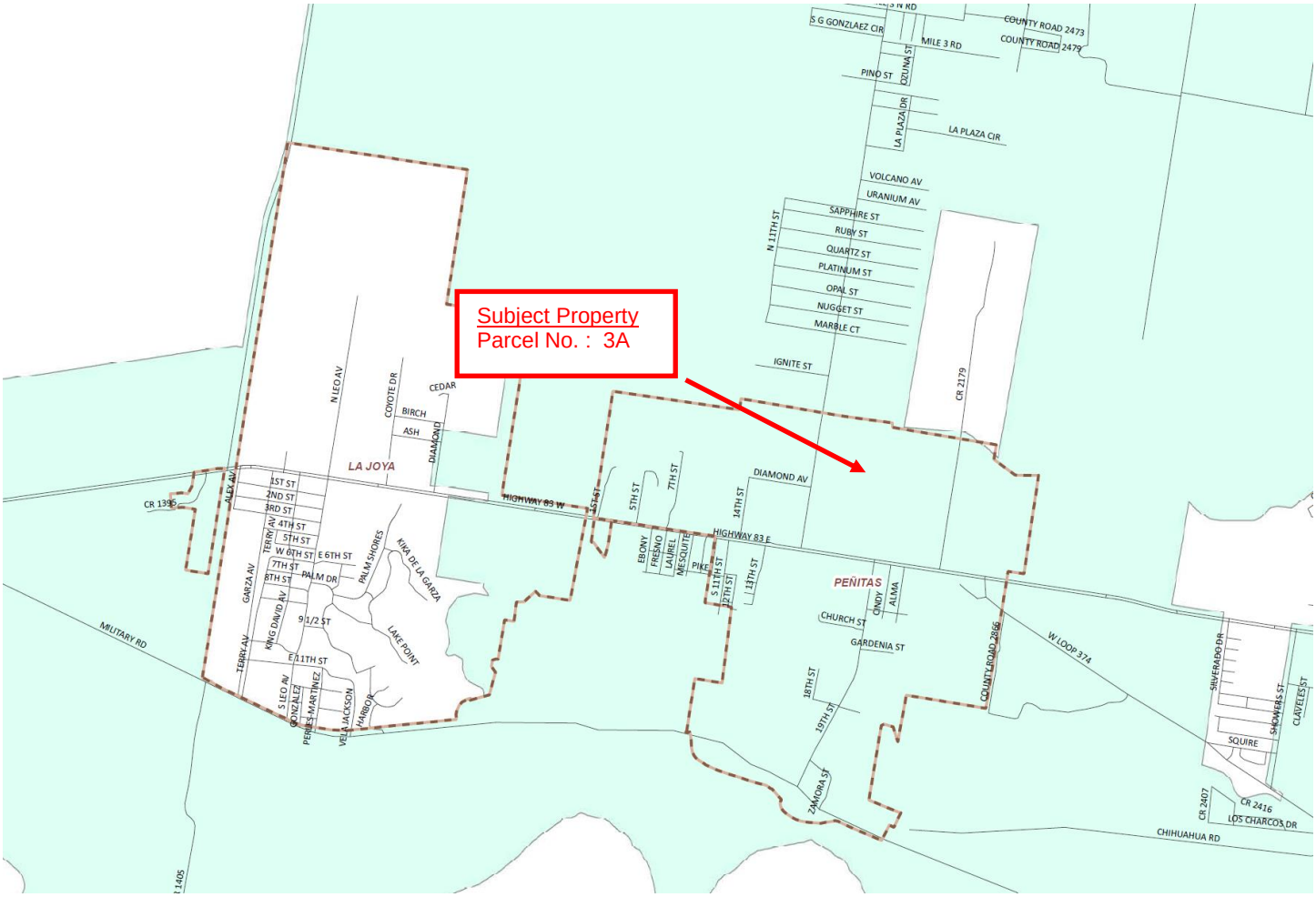
Utilities Services Available

The subject property is located in a region, that contains, potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the memoratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 3A

Local Address: Penitas Street (E/S), 0.37 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Peñitas Street
Photo 2: Peñitas Street

Looking: Photo 1: Eastern View
Photo 2: Northeastern View

Photo 1

General view of the subject property along the eastern boundary of Peñitas Street.

Photo 2

Another view of the subject property along the eastern boundary of Peñitas Street.

Point which taken: Photo 3: Peñitas Street
Photo 4: Peñitas Street

Looking: Photo 3: Northern View
Photo 4: Southern View

Photo 3

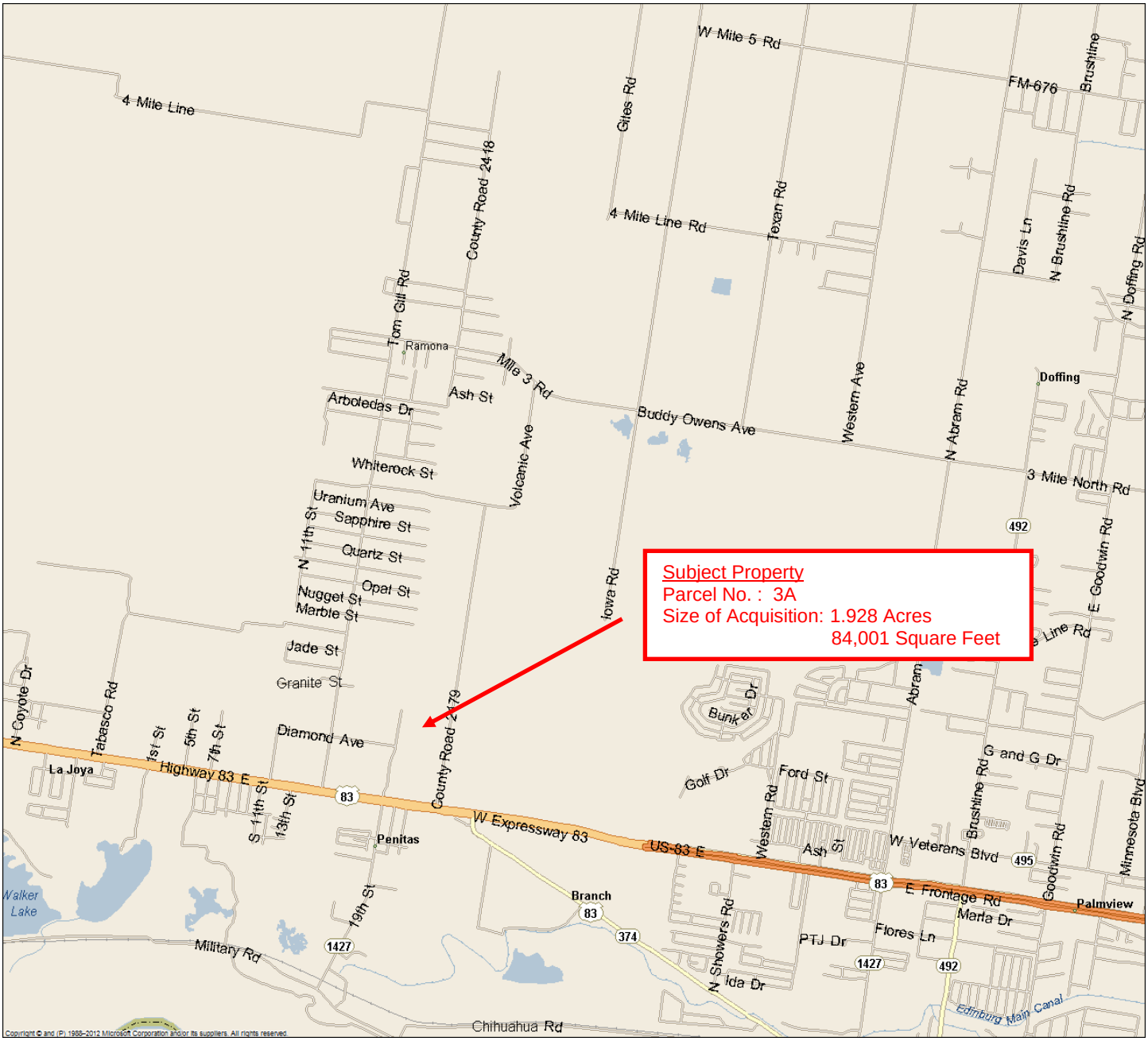
Street View of Peñitas Street. The subject property is on the right side in this photo.

Photo 4

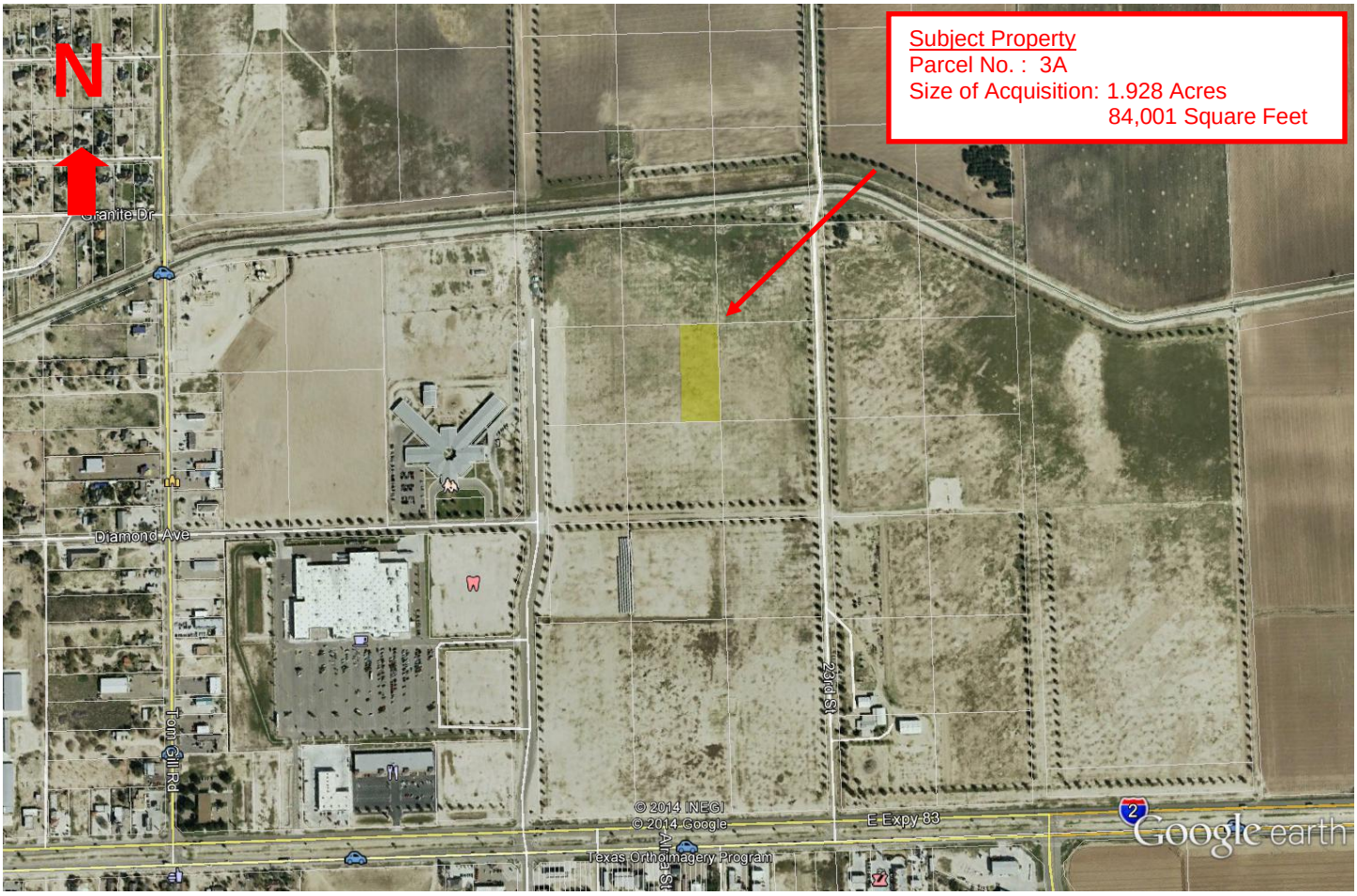
Street view of Peñitas Street. The subject property is on the left side in this photo.

CITY MAP OF SUBJECT

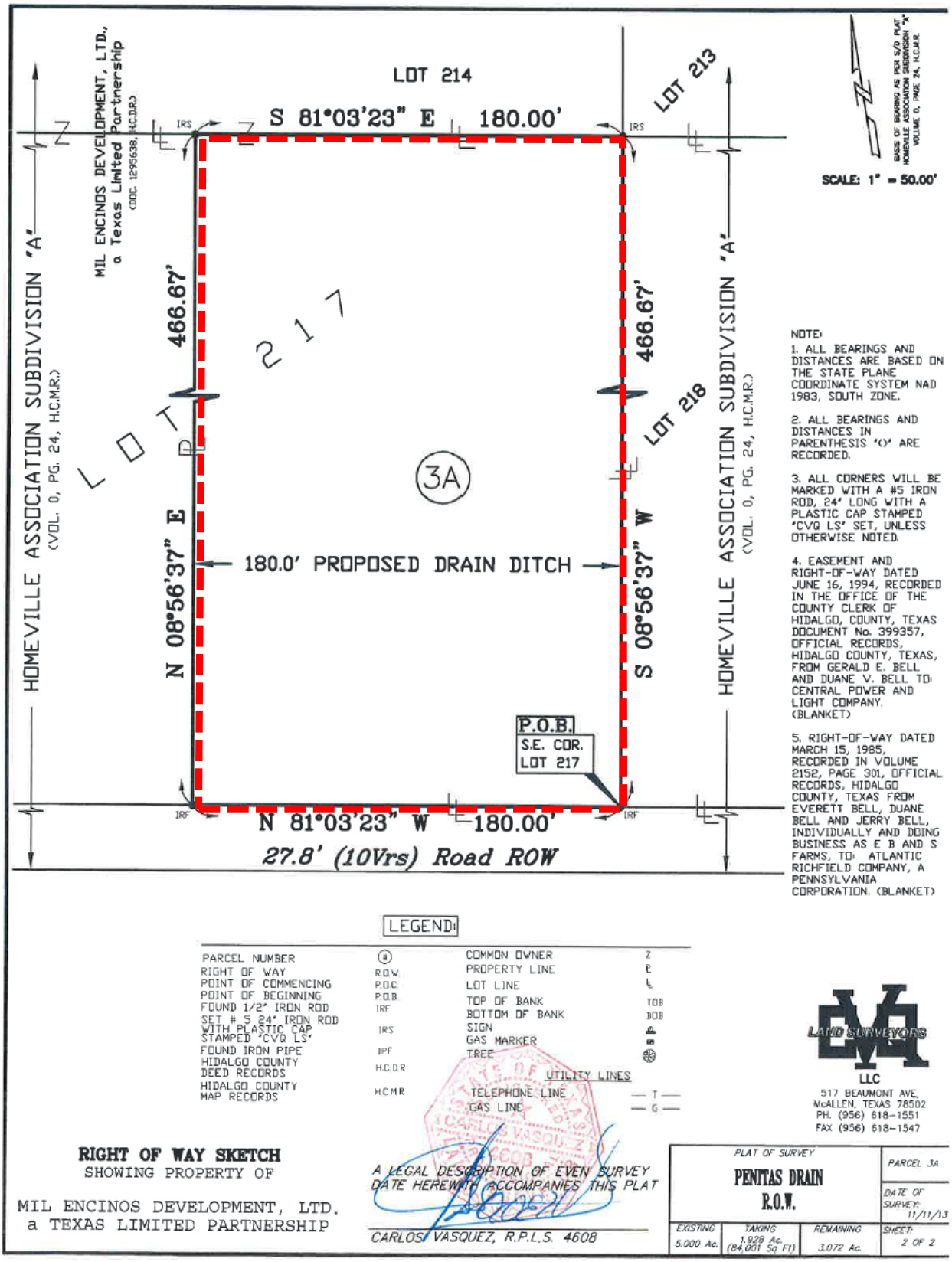
LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED



THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW HIGHLIGHTED AREA. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.



NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL BEARINGS AND DISTANCES IN PARENTHESIS '( )' ARE RECORDED.

3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)

5. RIGHT-OF-WAY DATED MARCH 15, 1985, RECORDED IN VOLUME 2152, PAGE 301, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS FROM EVERETT BELL, DUANE BELL AND JERRY BELL, INDIVIDUALLY AND DOING BUSINESS AS E B AND S FARMS, TO ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION. (BLANKET)

LEGEND:

PARCEL NUMBER	(8)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	℄
POINT OF COMMENCING	P.O.C.	LOT LINE	℄
POINT OF BEGINNING	P.O.B.	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
		GAS MARKER	
FOUND IRON PIPE	IPF	TREE	
HIDALGO COUNTY DEED RECORDS	H.C.D.R.	UTILITY LINES	
HIDALGO COUNTY MAP RECORDS	H.C.M.R.	TELEPHONE LINE	— T —
		GAS LINE	— G —

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

MIL ENCINOS DEVELOPMENT, LTD.
a TEXAS LIMITED PARTNERSHIP

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

PLAT OF SURVEY				PARCEL 3A
PENITAS DRAIN R.O.W.				DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING		SHEET:
5.000 Ac.	1.928 Ac. (84,001 Sq Ft)	3.072 Ac.		2 OF 2

LAND SURVEYORS
L.L.C.

Parcel 3A

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

Parcel 3A: MIL ENCINOS DEVELOPMENT, LTD., a Texas Limited Partnership

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 217, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos Development, Ltd., a Texas Limited Partnership, recorded in Document 1295638, H.C.D.R.,., and said 1.928 acres of land also being more particularly described as follows;

BEGINNING on and iron rod found on the southeast corner of said Lot 217 and the North right-of-way of a 27.8 foot (10Vrs) Road, for the southeast corner of this tract and **POINT OF BEGINNING**;

THENCE, N 81° 03' 23" W, along the South line of said Lot 217 and the North right-of-way of said 27.8 foot Road, a distance of 180.00 feet to an iron rod found, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, a distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Lot 217, for the northwest corner of this tract;

THENCE, S 81° 03' 23" E, along the North line of said Lot 217, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 217, a distance of 466.67 feet to the **POINT OF BEGINNING**, containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of Mil Encinos Development LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since February 9, 2004 at which time the property was transferred from Sarah Lamont for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194452	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Mil Encinos Development LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	15,000	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	15,000	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre		
TAXES w/CURRENT EXEMPTION	$	-		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach.....$250,000

Sales Comparison Approach..... Not Applicable

Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	5.000 Acre @ $ 50,000 / Acre	= $	250,000
Total Land Value		= $	250,000

Reconciled Final Value **$ 250,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID | **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	5.00 Acre	10.00 Acre	5%	16.97 Acre	15%	99.124 Acre	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000	/ Acre	$ 49,849	/ Acre	$ 50,441	/ Acre

Estimated Unit Value of Fee Simple Area **$ 50,000 / Acre**

Value by Sales Comparison Approach (Fee Simple) **(5.00 Acre x $50,000 / Acre)** **$ 250,000**

$ 250,000

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC

Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6

Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576

Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.

Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 99.124 Acres Unit Price: $40,353 / Acre

Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby

Improvement(s) Description: None As Per Date of Sale

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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)

Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X

Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 3A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

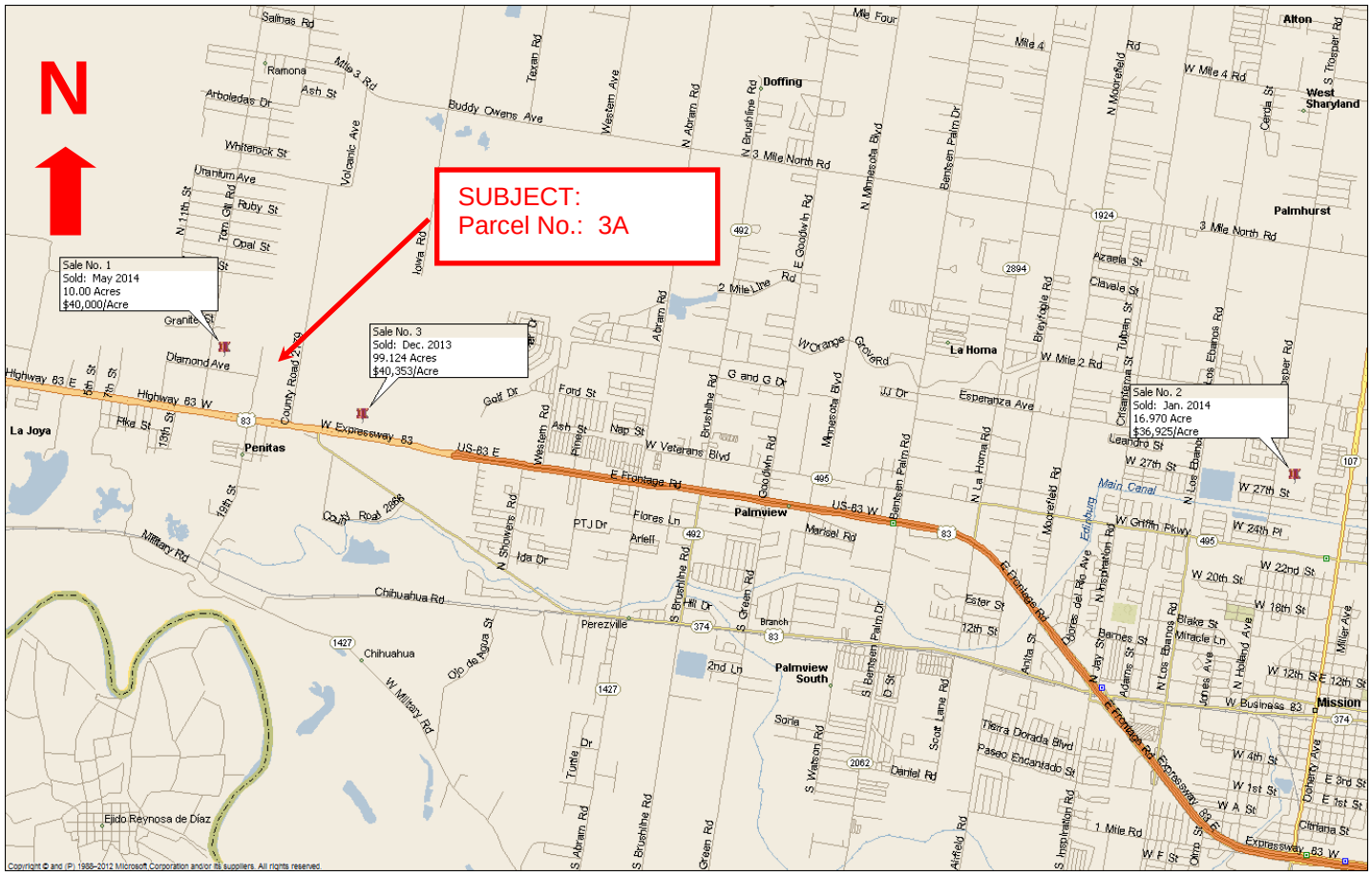
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ -**
	Net Land Area		**Price / Acre**		
Land Value (Fee)	**5.000 Acre**	**@**	**$ 50,000**		**$ 250,000**
Estimated Value By Cost Approach					**$ 250,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary*.)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)			
No Improvements Indicated		$ -	
		$ -	
		$ -	
		$ -	
Total Contributory Value of Improvements			**$ -**
Fee	1.928 Ac @ $ 50,000 / Acre	$ 96,400	
Total Land			$ 96,400
TOTAL AS A UNIT			**$ 96,400**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)			
No Improvements Indicated		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
Total Contributory Value of Improvements			**$ -**
Land	3.072 Ac @ $ 50,000 / Acre	$ 153,600	
Total Land			$ 153,600
TOTAL AS A UNIT			**$ 153,600**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan the City of Peñitas.

VALUATION APPROACHES

Cost Approach $ 153,600

Sales Comparison Approach Not Applicable

Income Approach Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	3.072 Ac @ $ 50,000 / Acre	=	$ 153,600
Total Land Value	**3.072 Acres**		**$ 153,600**

Reconciled Final Value **$ 153,600**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	3.072 Acres	10.00 Acres	5%	16.97 Acres	15%	99.124 Acres	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000	/ Acre	$ 49,849	/ Acre	$ 50,441	/ Acre

Estimated Unit Value of Fee Simple Area **$ 50,000 / Acre**

Value by Sales Comparison Approach **(3.072 x $50,000 / Acre)** **$ 153,600**

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**
	Net Land Area		**Price / Acre**		
Land Value (Fee)	**3.072 Acre**	**@**	**$ 50,000**		**$ 153,600**
Estimated Value By Cost Approach					**$ 153,600**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 250,000

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 96,400

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 153,600

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately acquisition is $ 153,600

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 96,400**

EXHIBITS

1. Certification of Appraisal
2. Assumptions and Limiting Conditions
3. Qualification of Appraiser
4. Certified Letter of Intent to Inspect & Tracking Data
5. Hidalgo County Appraisal District Data
6. 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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

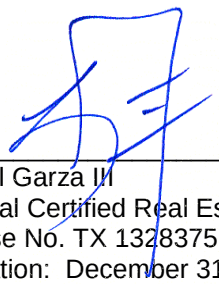
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

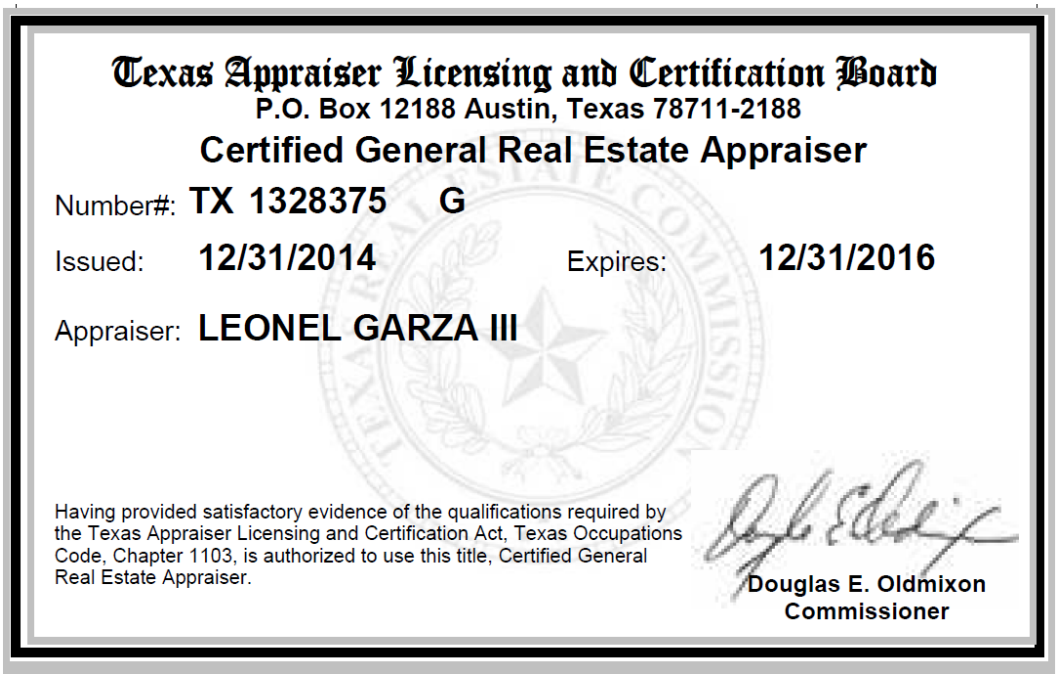
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: **12/31/2014** Expires: **12/31/2016**

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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 2A, 2B, 3A and 3B

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Mil Encinos Development LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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

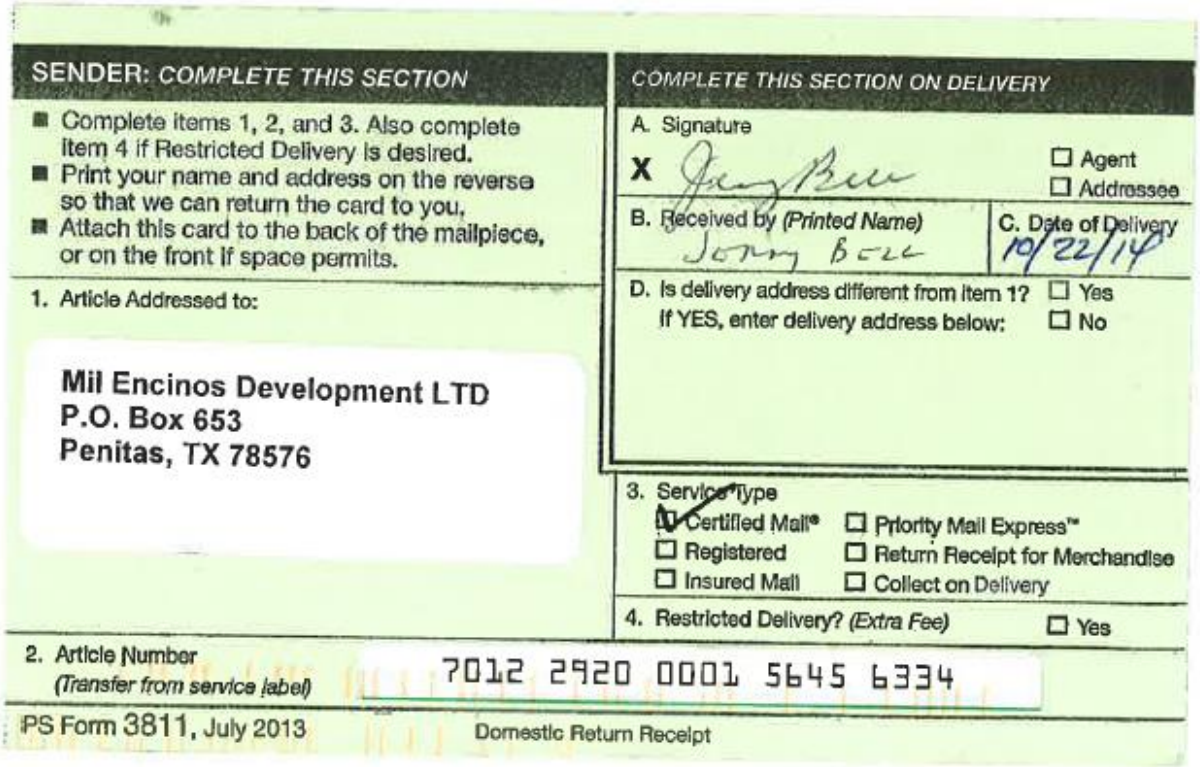
Postage $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage
OCT 20 2014
Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,

7012 2920 0001 5645 6334



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:

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/22/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6334

PS Form 3811, July 2013 Domestic Return Receipt

Hidalgo CAD

Property Search Results > 194452 MIL ENCINOS DEVELOPMENT LTD for Year 2014

Property

Account

Property ID:	194452	Legal Description:	HOMEVILLE A LT 217 5.00 AC
Geographic ID:	H4250-01-000-0217-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	MIL ENCINOS DEVELOPMENT LTD	Owner ID:	546639
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$15,000	$2,235
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$15,000	
(–) Ag or Timber Use Value Reduction:	–	$12,765	
(=) Appraised Value:	=	$2,235	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$2,235	

Taxing Jurisdiction

Owner: MIL ENCINOS DEVELOPMENT LTD
% Ownership: 100.0000000000%
Total Value: $15,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$2,235	$2,235	$0.00
CPN	CITY OF PENITAS	0.434500	$2,235	$2,235	$9.71
DR1	DRAINAGE DISTRICT #1	0.095700	$2,235	$2,235	$2.14
GHD	HIDALGO COUNTY	0.590000	$2,235	$2,235	$13.19
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$2,235	$2,235	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$2,235	$2,235	$3.35
R01	ROAD DIST 01	0.000000	$2,235	$2,235	$0.00
SLJ	LA JOYA ISD	1.311000	$2,235	$2,235	$29.30
SST	SOUTH TEXAS SCHOOL	0.049200	$2,235	$2,235	$1.10

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$58.79
				Taxes w/o Exemptions:	$58.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	5.0000	217800.00	0.00	0.00	$15,000	$2,235

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	$15,000	2,235	2,235	$0	$2,235
2013	$0	$15,000	2,140	2,140	$0	$2,140
2012	$0	$15,000	2,085	2,085	$0	$2,085
2011	$0	$15,000	2,005	2,005	$0	$2,005
2010	$0	$15,000	2,020	2,020	$0	$2,020
2009	$0	$15,000	2,095	2,095	$0	$2,095
2008	$0	$21,200	2,095	2,095	$0	$2,095
2007	$0	$21,200	1,995	1,995	$0	$1,995
2006	$0	$21,200	2,000	2,000	$0	$2,000
2005	$0	$21,200	2,020	2,020	$0	$2,020
2004	$0	$21,200	2,000	2,000	$0	$2,000
2003	$0	$10,150	1,995	1,995	$0	$1,995

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	D & S BELL ENTERPF	MIL ENCINOS DEVEL			1295638
2	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
3	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Peñitas Drainage Project

October 20, 2014

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 3. 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.** 2A, 2B, 3A & 3B
2. **Owner(s) of Record:** M/I Encinos Development, Ltd
3. **Who Is Authorized To Make Decisions For This Property?** Jerry Bell and/or Duane Bell
4. **Contact Numbers:** Jerry & Duane office 585-6482
5. **Mailing Address:** P.O. Box 653 Peñitas, TX 78576
6. **Date of Purchase:** transfered to Ltd. from Partner Jan 28, 2004
7. **Original Purchase Price of Property:** –
8. **Number of Acres (SF) Purchased:** –
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 We have appraisals for loan purposes and land sales
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☑ No
    Explain

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☑ No

Explain _____

14. Comments, Concerns or Special Request: _____

Please contact John Womack (956-624-2621), our business manager for further questions and negotiations of terms, price, etc.

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
contact John Womack 624-2621

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Jerry Bell — **Authorized Signature**

10-27-14 — **Date**

Jerry Bell — **Print Name**

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Penitas Street (E/S), 0.19 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas — District: 21
Property Owner: Mil Encinos Development, LTD — Parcel: 2A
Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 — ROW CSJ: N/A
Occupant's Name: Vacant — Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition — Highway: Peñitas Drain / I-2 — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $166,061 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Mil Encinos Development, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Hidalgo County Precinct No. 3, Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

February 13, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser — Date

* A 5 *

Purpose of the Appraisal

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC out of McAllen, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. It is known that an existing abandon gas line and easement is located within the part to be acquired. The underlying fee land value within the gas easement shall be included in the valuation of the subject property. A separate report shall be created for easement holders interest in the existing easement.

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 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" in the event a portion of the part to be acquired is encumbered by an existing 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." The final determination of compensation shall be based on the value of the part to be described as a "Transmission Line Easement"

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____ 2A

Owner of Record _____ Mil Encinos Development LTD
P.O. Box 653, Peñitas, Texas 78576

Current Use _____ Vacant – Row Crop Farming

Subject Address or Location Penitas Street (E/S), 0.19 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Legal Description of Part
To Be Acquired_____ A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 227, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos development, LTD, recorded in Document No. 1295638, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description.

The subject property is a vacant tract of land located Penitas Street (E/S), 0.19 miles north of East Expressway 83, and approximately 0.08 miles east of Penitas Street, within the City of Penitas, Texas. The primary access to the subject property is from Diamond Avenue. No physical address exists for the site as the tract is not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. The part to be acquired is 84,001 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2. In addition, the subject property is occupied with two 60.0' wide easements segments, both in favor of Atlantic Richfield Company. The first located along the northern boundary traversing in an east/west direction and the second, located along the center of the proposed acquisition area along the eastern boundary of the subject as a whole traversing in a north/south direction.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value of the part to be acquired in fee simple and to determine the market value in easement. The segment within subject that is currently encumbered with an easement shall be valued with the dividing interest of the land value between both parties. For purposes of this report each party, Atlantic Richfield Company and the fee land holder shall be compensated at 50% of market value for their respective interest. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

<u>Economic Unit – Whole Property</u>

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole indicated to be 5.00 acres as per survey provided. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition of 1.928 acres shall be valued as a pro-rata part of the whole property. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as vacant" to value, shall be utilized to determine the overall market unit rate for the subject property in the fee simple estate and the indicated easement area. The appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the off-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvements

During the off-site inspection of the subject property, no building improvements nor site improvements were located within the part to be acquired. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale. Subject is part of the Mil Encinos Development.

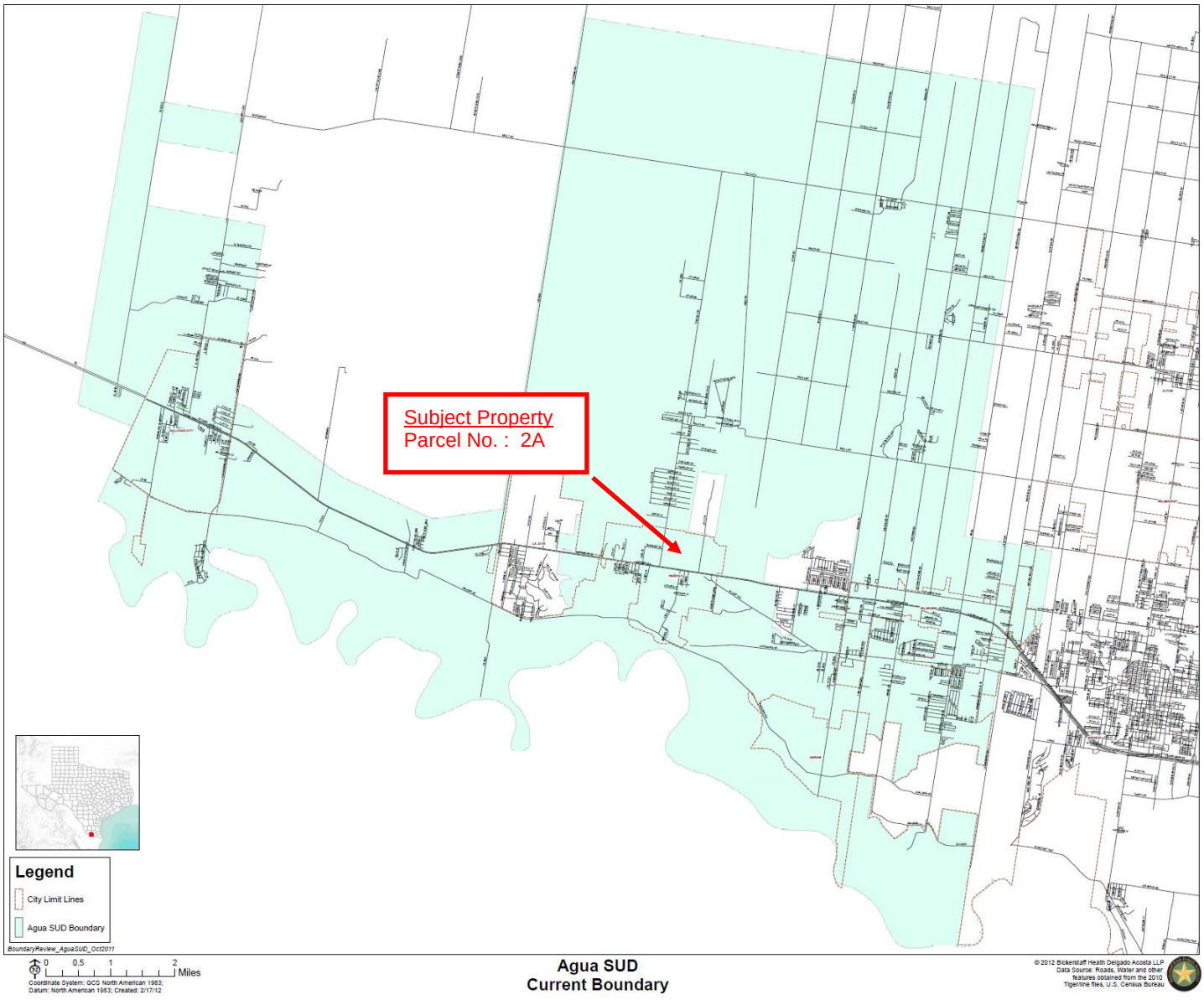
Environmental Statement

This appraiser has made an off-site inspection of the subject property. 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 that may influence its marketability and/or value. It is known that an existing abandon gas line is located within the part to be acquired. The underlying fee land value within the gas easement shall be included in the valuation of the subject property.

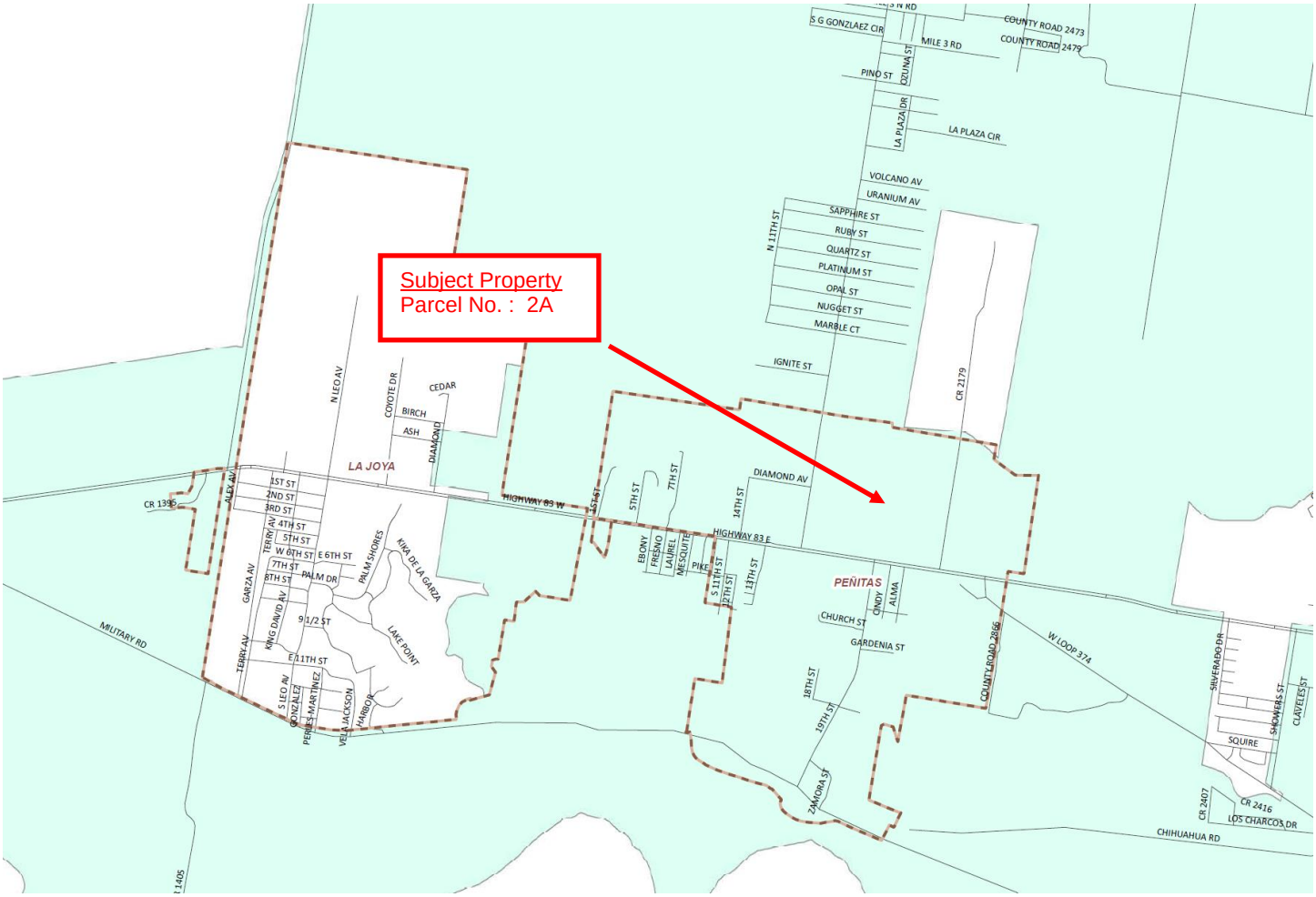
Utilities Services Available

The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited and is available for those tracts located within the City limits of Penitas, Texas an surrounding City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map
(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 2A

Local Address: Penitas Street (E/S), 0.19 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Diamond Avenue
Photo 2: Diamond Avenue

Looking: Photo 1: Southern View
Photo 2: Southeastern View

Photo 1
General view of the subject property along Diamond Avenue.

Photo 2
Another view of the subject property along the southern boundary of Diamond Avenue.

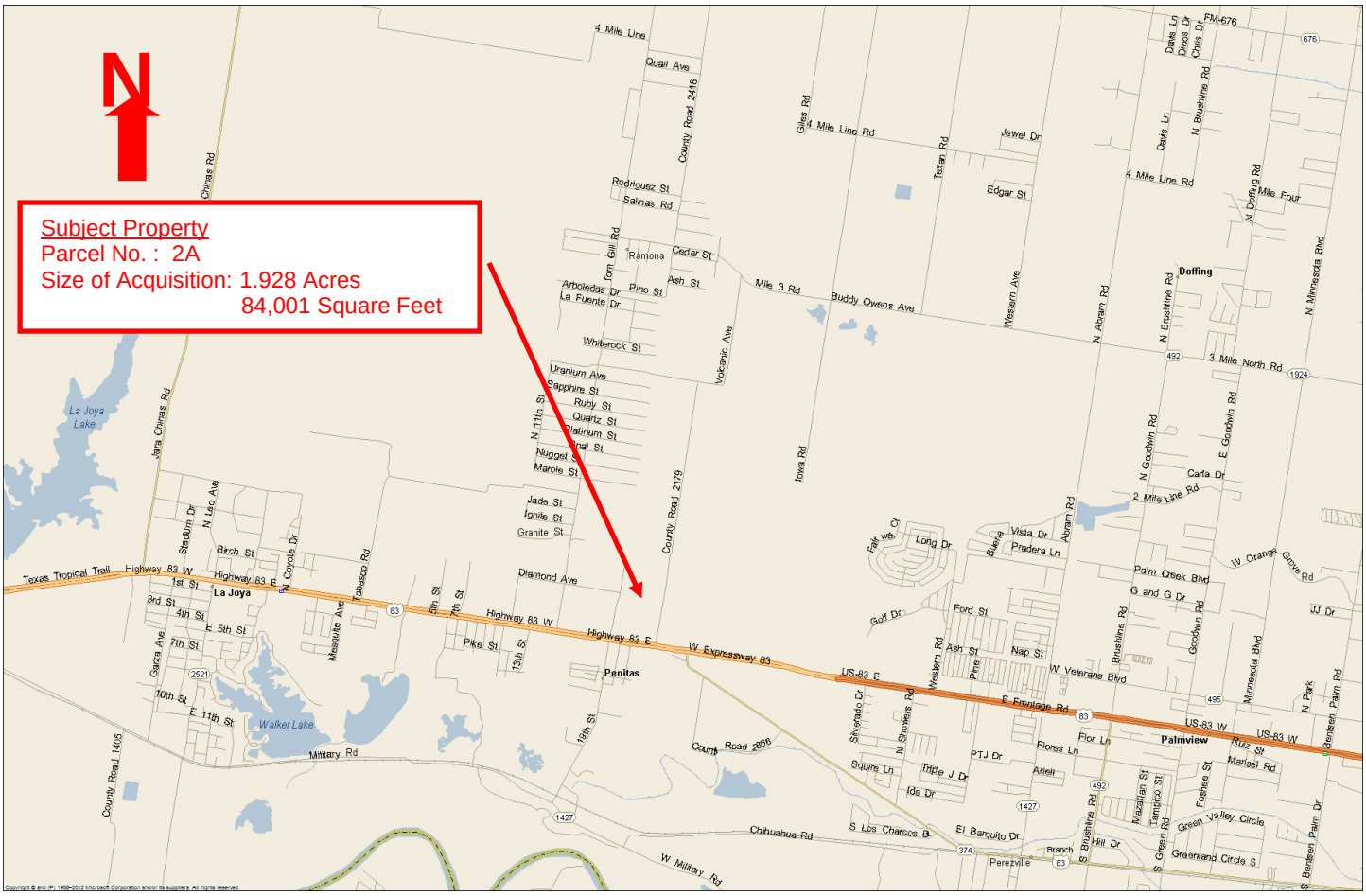
Point which taken: Photo 3: Diamond Avenue
Photo 4: Diamond Avenue

Looking: Photo 3: Western View
Photo 4: Eastern View

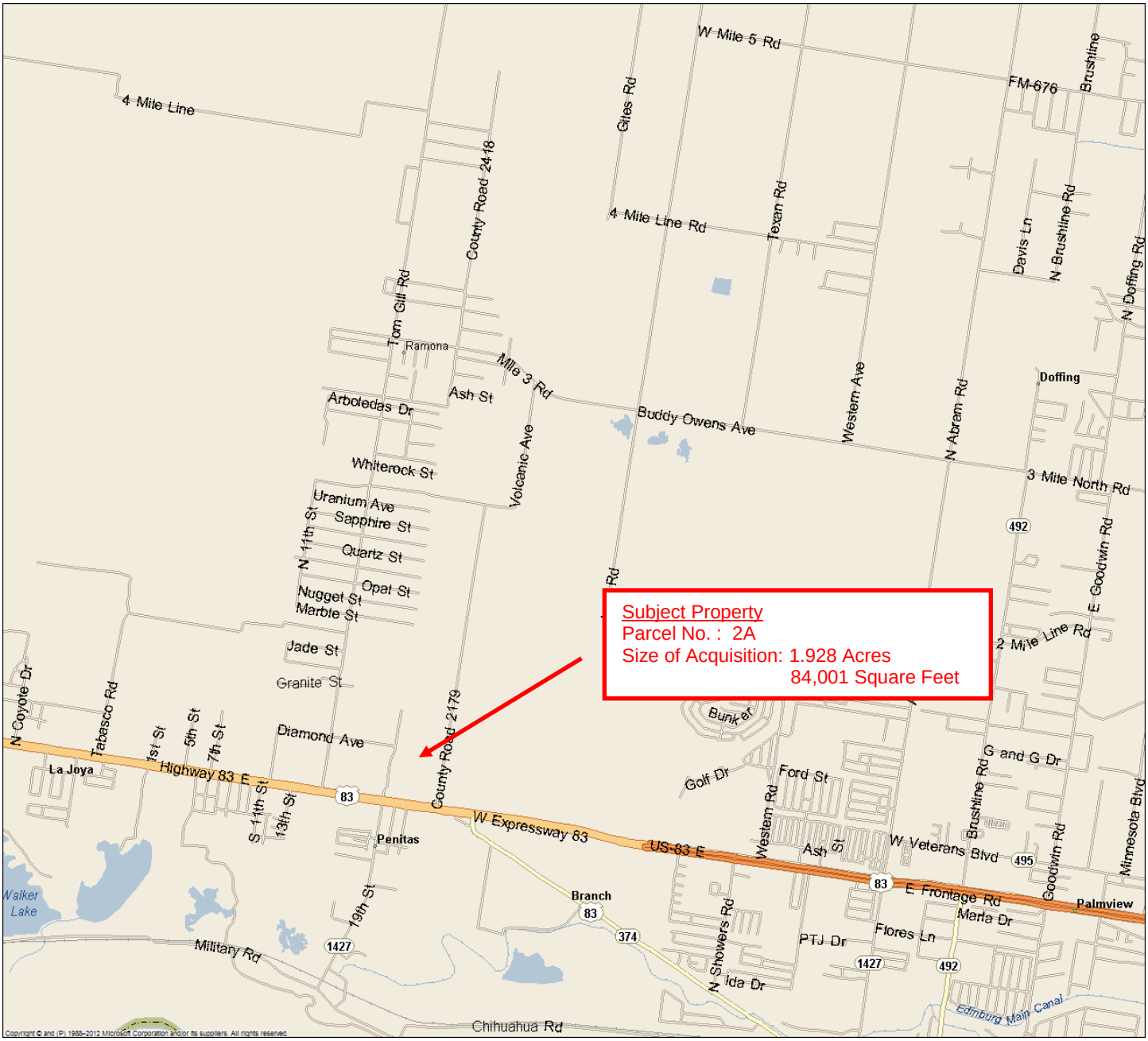
Photo 3
Street View of Diamond Avenue. The subject property is on the right side in this photo.

Photo 4
Street view of Diamond Avenue. The subject property is on the left side in this photo.

CITY MAP OF SUBJECT


Subject Property
Parcel No. : 2A
Size of Acquisition: 1.928 Acres
84,001 Square Feet
N
La Joya
Penitas
Palmview
Doffing
Walker Lake
La Joya Lake
Texas Tropical Trail
Highway 83 W
Highway 83 E
W Expressway 83
US-83 E
US-83 W
E Frontage Rd
W Veterans Blvd
Military Rd
W Military Rd
Chihuahua Rd
Buddy Owens Ave
Mile 3 Rd
3 Mile North Rd
2 Mile Line Rd
4 Mile Line Rd
Diamond Ave
Whiterock St
Jade St
Ignite St
Granite St
Uranium Ave
Sapphire St
Ruby St
Quartz St
Platinum St
Opal St
Nugget St
Marble St
Pike St
Ash St
Nap St
Ford St
Golf Dr
Long Dr
Vista Dr
Pradera Ln
Palm Creek Blvd
G and G Dr
W Orange Grove Rd
Carla Dr
Ramona
Cedar St
Pino St
Arboledas Dr
La Fuente Dr
Rodriguez St
Salinas Rd
Quail Ave
Jewel Dr
Edgar St
Texan Rd
Giles Rd
Volcanic Ave
Iowa Rd
Western Ave
N Abram Rd
N Brushline Rd
N Doffing Rd
N Minnesota Blvd
E Goodwin Rd
N Goodwin Rd
Minnesota Blvd
N Park
Bentsen Palm Rd
Bentsen Palm Dr
Davis Ln
Dixie Dr
Chris Dr
FM-676
Mile Four
Mazatlan St
Tampico St
Green Valley Circle
Graenland Circle S
Hill Dr
Branch
Perezville
El Barquito Dr
S Los Chanos B
Squire Ln
Triple J Dr
Ida Dr
PTJ Dr
Flor Ln
Flores Ln
Ariell
Marisol Rd
Ruiz St
Shrimpers Rd
Silverado Dr
Pine
Abram Rd
Bluewing
Fall wk Ct
Stadium Dr
N Lalo Ave
Birch St
Coyote Dr
Tabasco Rd
Mesquite Ave
Garza Ave
1st St
3rd St
4th St
E 5th St
7th St
E 11th St
10th St
6th St
7th St
13th St
15th St
N 11th St
County Road 2179
County Road 2416
County Road 2666
County Road 1456
Jara Chimas Rd
Chimas Rd
4 Mile Line
Tom Gill Rd
Davis Ln
Dixie Dr
Chris Dr
Dallas Ln
Long Dr
Vista Dr
Pradera Ln
Abram Rd
Bluewing
Fall wk Ct
Golf Dr
Ford St
Nap St
Ash St
Pine
Western Rd
Shrimpers Rd
Silverado Dr
Goodwin Rd
Minnesota Blvd
N Park
Bentsen Palm Rd
Bentsen Palm Dr
Ruiz St
Marisol Rd
Flor Ln
Flores Ln
Ariell
PTJ Dr
Triple J Dr
Ida Dr
Squire Ln
S Los Chanos B
El Barquito Dr
Perezville
Branch
Hill Dr
Graenland Circle S
Green Valley Circle
Frontera St
Mazatlan St
Tampico St
S Green Rd
S Brushline Rd
N Brushline Rd
N Doffing Rd
Mile Four
N Minnesota Blvd
E Goodwin Rd
N Goodwin Rd
Carla Dr
2 Mile Line Rd
W Orange Grove Rd
Palm Creek Blvd
G and G Dr
UJ Dr
N Abram Rd
Western Ave
Volcanic Ave
Iowa Rd
Whiterock St
Uranium Ave
Sapphire St
Ruby St
Quartz St
Platinum St
Opal St
Nugget St
Marble St
Jade St
Ignite St
Granite St
Diamond Ave
Pike St
Ash St
Nap St
Ford St
Golf Dr
Long Dr
Vista Dr
Pradera Ln
Abram Rd
Bluewing
Fall wk Ct
Palm Creek Blvd
G and G Dr
W Orange Grove Rd
Carla Dr
2 Mile Line Rd
3 Mile North Rd
Buddy Owens Ave
Mile 3 Rd
Ramona
Cedar St
Pino St
Arboledas Dr
La Fuente Dr
Rodriguez St
Salinas Rd
Quail Ave
Jewel Dr
Edgar St
Texan Rd
Giles Rd
4 Mile Line Rd
Davis Ln
Dixie Dr
Chris Dr
Dallas Ln
FM-676
Mile Four
N Doffing Rd
N Brushline Rd
N Minnesota Blvd
E Goodwin Rd
N

LOCATION MAP OF SUBJECT



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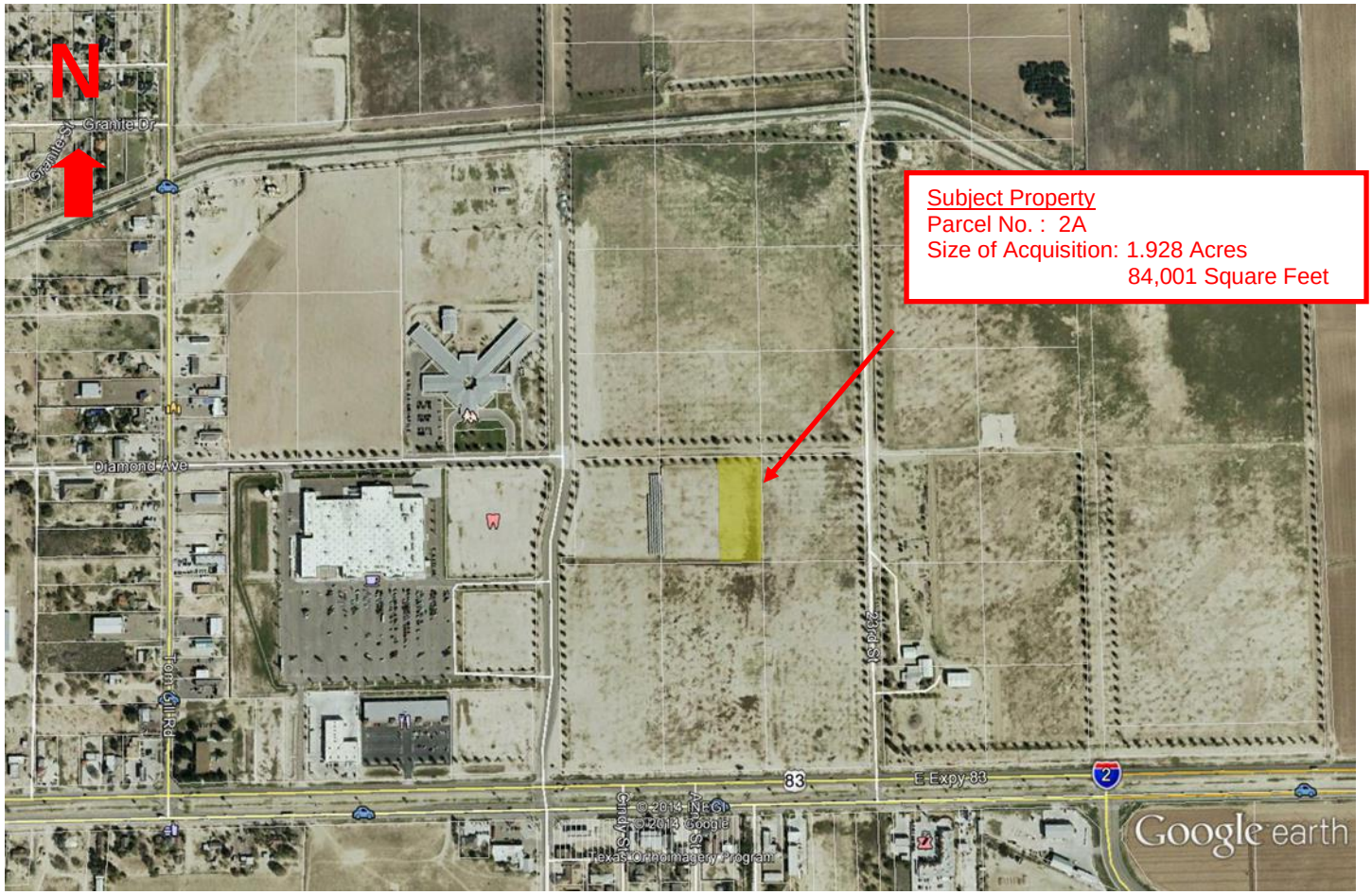
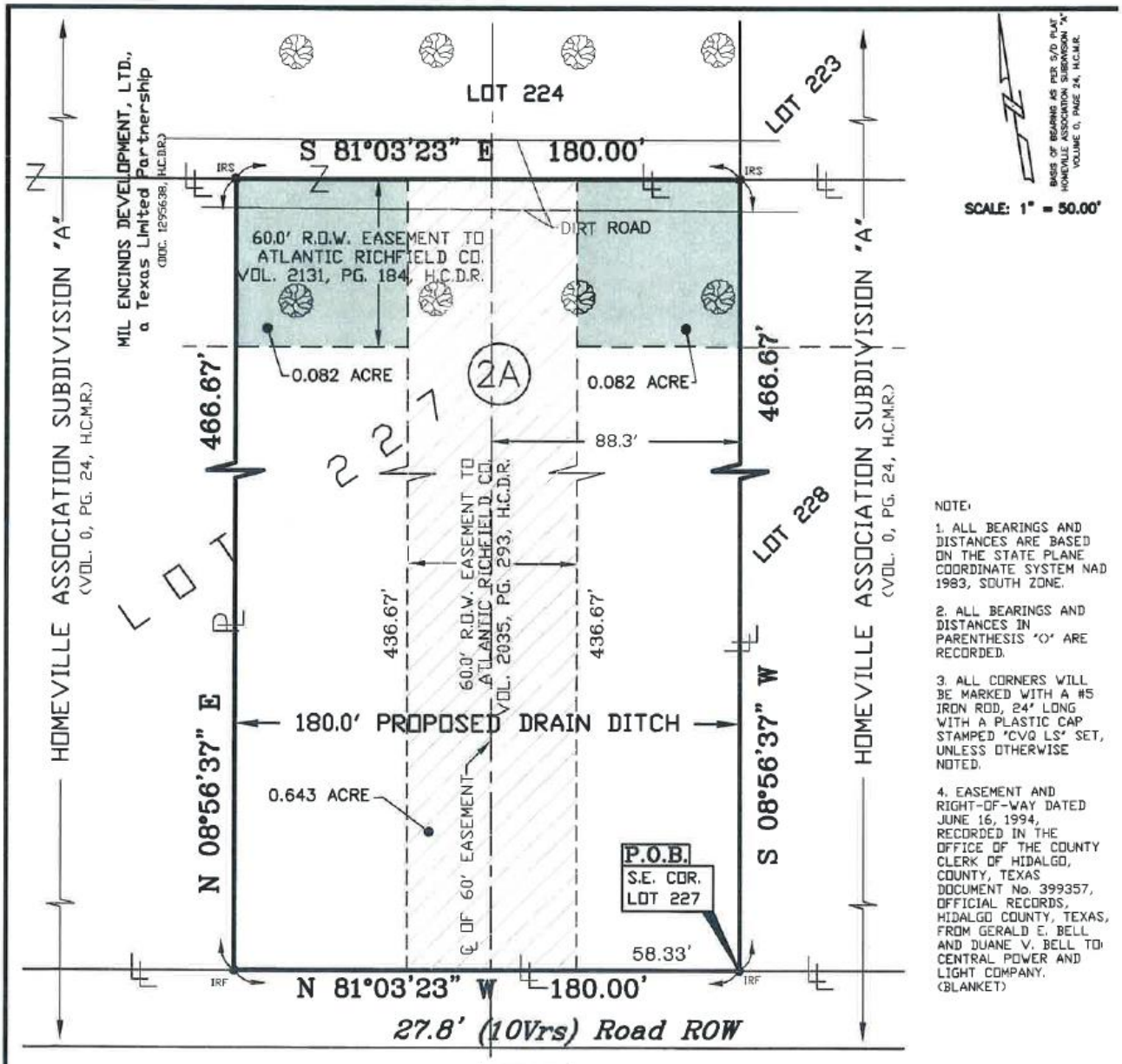
AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED



THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW HIGHLIGHTED AREA.



NOTE:

1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "O" ARE RECORDED.

3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24' LONG WITH A PLASTIC CAP STAMPED "CVQ LS" SET, UNLESS OTHERWISE NOTED.

4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)

LEGEND:

PARCEL NUMBER	(#)	COMMON OWNER	Z
RIGHT OF WAY	R.O.W.	PROPERTY LINE	℄
POINT OF COMMENCING	P.O.C	LOT LINE	℄
POINT OF BEGINNING	P.O.B	TOP OF BANK	TOB
FOUND 1/2" IRON ROD	IRF	BOTTOM OF BANK	BOB
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED "CVQ LS"	IRS	SIGN	
FOUND IRON PIPE	IPF	GAS MARKER	
HIDALGO COUNTY DEED RECORDS	H.C.D.R	TREE	
HIDALGO COUNTY MAP RECORDS	H.C.M.R	UTILITY LINES	
		TELEPHONE LINE	— T —
		GAS LINE	— G —

LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547

RIGHT OF WAY SKETCH
SHOWING PROPERTY OF

MIL ENCINOS DEVELOPMENT, LTD.
a TEXAS LIMITED PARTNERSHIP

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

CARLOS VASQUEZ, R.P.L.S. 4608

PLAT OF SURVEY			PARCEL 2A
PENITAS DRAIN R.O.W.			DATE OF SURVEY: 11/11/13
EXISTING	TAKING	REMAINING	SHEET:
5.000 Ac.	1.928 Ac. (84,001 Sq Ft)	3.072 Ac.	2 OF 2

Parcel 2A

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

LAND SURVEYORS L.L.C.

Parcel 2A: MIL ENCINOS DEVELOPMENT, LTD., a Texas Limited Partnership

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 227, HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos Development, Ltd., a Texas Limited Partnership, recorded in Document 1295638, H.C.D.R., and said 1.928 acres of land also being more particularly described as follows;

BEGINNING on an iron rod found on the southeast corner of said Lot 227 and the North right-of-way of a 27.8 foot (10Vrs) Road, for the southeast corner of this tract and **POINT OF BEGINNING**;

THENCE, N 81° 03' 23" W, along the South line of said Lot 227 and North right-of-way of said 27.8 foot Road, at a distance of 58.33 feet pass the East line of a 60.0 foot Easement deeded to Atlantic Richfield Company, recorded in Volume 2035, Page 293, H.C.D.R., at a distance of 118.33 feet pass the West line of said 60.0 foot Easement, and continuing a total distance of 180.00 feet to an iron rod found, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, at a distance of 406.67 feet the South line of said 60.0 foot Easement deeded to Atlantic Richfield Company, recorded in Volume 2131, Page 184, H.C.D.R., and continuing a total distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Lot 227, for the northwest corner of this tract;

THENCE, S 81° 03' 23" E, along the South line of said Lot 227, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 227, for the northeast corner of this tract;

THENCE, S 08° 56' 37" W, along the East line of said Lot 227, at a distance of 60.00 feet pass the South line of said 60.0 foot Easement deeded to Atlantic Richfield Company, and continuing a total distance of 466.67 feet to the **POINT OF BEGINNING**, containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 12, 2013.

STATE OF TEXAS REGISTERED CARLOS VASQUEZ 4608 PROFESSIONAL SURVEYOR

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the ownership of Mil Encinos Development LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since February 9, 2004 at which time the property was transferred from D&S Bell Enterprises for an undisclosed amount. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the appraisal district website at www.hidalgoad.org.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194462	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Mil Encinos Development LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	15,000	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	-	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	15,000	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for commercial use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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 highest and best use is analyzed for each criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently not zoned. Therefore, the highest and best use as commercial or mixed use development "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a mixed use development or future commercial use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for mixed use development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a mixed use development highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for mixed use and or commercial development.

VALUATION APPROACHES
Cost Approach..... $ 544,500
Sales Comparison Approach..... Not Applicable
Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property as vacant (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property as a whole. The Sales Comparison Approach "as improved" was not utilized as the subject is vacant.

Contributory Value of Improvements (Itemized)	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value Fee Siimple	182,647	SF @	$ 2.50	/ SF	=	$ 456,618
Easement Value (Fee Owner)	35,153	SF @	$ 1.25	/ SF	=	$ 43,941
Easement Value (Easement Holder)	35,153	SF @	$ 1.25	/ SF	=	$ 43,941
Total Land Value					=	$ 544,500

Reconciled Final Value **$ 544,500**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	D & S Bell Enterprises LTD	Lone Star National Bank	Red Rock Real Estate Development Group LTD, a Texas Limited Partnership	KVS Family Limited Partnership
Grantee	Mil Encinos Development LTD	McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company	Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust	Wal-Mart Estate Business Trust
Date	February 9, 2004	February 28, 2014	June 24, 2013	August 22, 2013
Sales Price	$ -	$ 750,000	$ 5,665,936	$ 12,629,012
Unit Price	$ - / SF	$ 5.14 / SF	$ 5.68 / SF	$ 4.00 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Interior Tract / Diamond Avenue	Superior -35%	Superior -35%	Superior -35%
Corner Influence	Interior Tract	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Rectangular	Irregular 0%	Irregular 0%	Irregular 0%
Topography	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer 0%	Water / Elect / Sewer 0%	Water / Elect / Sewer Nearby 0%
Frontage	Extension of Diamond Avenue	Interstate 2 btwn Coyote Drive & Diamond Street -15%	Canton Road & Interstate 69C -15%	FM 493 -15%
Size of Tract	217,800 SF	145,926 SF 0%	997,524 SF 0%	3,157,272 SF 0%
Net Adjustments		-50%	-50%	-50%
Indicated Unit Value		$ 2.57 / SF	$ 2.84 / SF	$ 2.00 / SF

Estimated Unit Value of Fee Simple Area			**$ 2.50 / SF**
Estimated Unit Value of Easement Area			**$ 1.25 / SF**
Land Value Fee Simple	**(182,647 SF x $2.50 / SF)**		**$ 456,618**
Land Value Easement (Fee Owner)	**(35,153 SF x $1.25 / SF)**		**$ 43,941**
Land Value Easement (Easement Holder)	**(35,153 SF x $1.25 / SF)**		**$ 43,941**
			$ 544,500

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Lone Star National Bank
Grantee/Lessee: McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company
Date: February 28, 2014 Recording Information: Document No. 2490124 Key Map: Tex-Maps Pg 241-A5
Address: North side of Interstate 2 between Coyote Drive and Diamond Street, La Joya, Texas Zip Code: 78560
Legal Description: 3.35 Acres of Land, Being All of Lots 10-B, 10-C, and 10-D, Map of Lots 10-A, 10-B, 10-C and 10-D, Town & Country Subdivision, an Addition to the City of La Joya, Hidalgo county, Texas, According To the map or Plat thereof Recorded in Volume 48, Page 156, Map Records of Hidalgo County, Texas.
Confirmed Price: $750,000 Verified with: Confidential Source and Deed Records
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 3.35 Acres / 145,926 SF Unit Price: $223,881 / Acre ($5.14 / square foot)
Type Street: Asphalt Paved – Interstate 2 & Coyote Drive Utilities: All Utilities Available
Improvement(s) Description: None as of the date of sale
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: Commercial
Date of Inspection: January 5, 2015 Zoning: Commercial Flood Plain:

Attach additional information as necessary.
Property was purchased for the redevelopment of the existing McDonald Restaurant and other future development.

Appraiser: Leonel Garza III February 13, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Red Rock Real Estate Development Group, LTD, a Texas Limited Partnership
Grantee/Lessee: Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust
Date: June 24, 2013 Recording Information: Deed No. 2424253 Key Map: Tex-Maps Pg 249-A2
Address: SEC of Canton Road and Interstate 69C, Edinburg, Texas Zip Code: 78539
Legal Description: Lots 1, 2, and 3, Wal-Mart Supercenter Store No. 5809, Hidalgo County, Texas.
Confirmed Price: $5,665,936 Verified with: Grantor and Deed Records
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 22.90 Acres Unit Price: $247,421 Acres ($5.68 / Square Feet)
Type Street: Asphalt Paved – Canton Rd & US 281 Utilities: All Utilities Available
Improvement(s) Description: None As Per Date of Sale
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 (At Time of Sale) Highest & Best Use: Commercial
Date of Inspection: January 5, 2015 Zoning: General Commercial Flood Plain: District

Attach additional information as necessary.
Property was purchased for the development of a Wal-Mart Super Center.

Appraiser: Leonel Garza III February 13, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2A Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: KVS Family Limited Partnership Grantee/Lessee: Wal-Mart Real Estate Business Trust
Date: August 22, 2013 Recording Information: Deed No. 2443370 Key Map: Tex-Maps Pg 281-E7
Address: FM 493 (Donna Boulevard), Donna, Texas Zip Code: 78537
Legal Description: A 72.481 acre tract of land, more or less, out of the J. J. Ynojosa De Balli Survey, A-54, an addition to the City of Donna, Hidalgo County, Texas.
Confirmed Price: $12,629,012 Verified with: Confirmed with Grantor
Terms and Conditions of Sale: Cash to Seller
Rental Data: N/A
Land Size: 72.481 Acres Unit Price as Vacant: $174,239 /Acre
Type Street: Asphalt Paved Utilities: Electric, Public Water, Sewer
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: Walmart Super Center Highest & Best Use: Commercial Retail / Light Industrial
Date of Inspection: January 5, 2015 Zoning: Not Applicable Flood Plain: Zone X

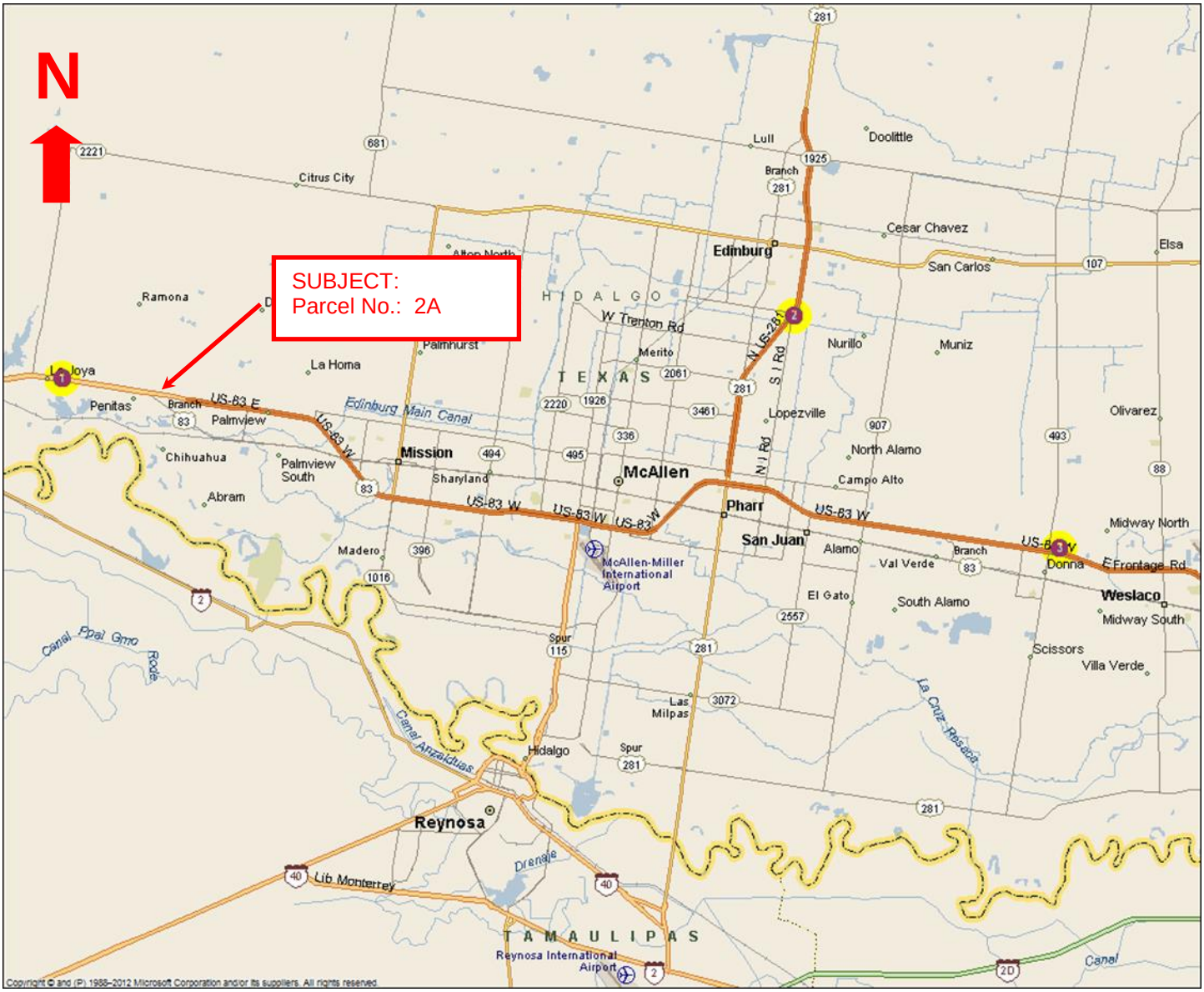
Attach additional information as necessary.
The subject was purchased for the development of a Walmart Super Center. Only a portion of the property is being utilized for the Walmart. The remainder is reserved for other retail pad sites typically found surrounding this development.

Appraiser: Leonel Garza III February 13, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along US Expressway 83 and other similar developments along similar highways in Hidalgo County. Each of these sales were selected based on the surrounding developments similar to that of the on-going Mil Encinos Development and Master Plan. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. An unadjusted unit range of market value of $4.00 per square foot to $5.14 per square foot was indicated by the comparable sales prior to adjustment. After applicable adjustments were made to each of the selected sales, the unit range of value for the subject property was determined to be $2.00 per square foot to $2.84 square feet. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $2.50 per square foot. The valuation of the subject as a whole is determined to be 182,647 square feet (4.19 acres) with an encumbered fee land area or easement of 35,153 square feet (0.807 acres). The subject as a whole appears to have an extension of the gas line easement, however, a survey of the entire tract was not provided to this appraiser. Therefore, a hypothetical condition of which the remainder land area shall be calculated at 100% of market value as if unencumbered for purpose of this report. The separation of easement value is indicated only for the portion that is described by the survey provided for the part to be acquired. Therefore, 182,647 square feet shall be valued at $2.50 per square feet, while the encumbered fee land area (existing easement) shall be valued at $1.25 per square foot for each interest holder.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
No Improvements Indicated	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
No Site Improvements Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / SF**		
Land Value (Fee)	**182,647**	**SF**	**@**	**$**	**2.50**	**$ 456,618**
Land Value Easement (50% Interest)	**35,153**	**SF**	**@**	**$**	**1.25**	**$ 43,941**
Land Value Easement (50% Interest)	**35,153**	**SF**	**@**	**$**	**1.25**	**$ 43,941**
Estimated Value By Cost Approach						**$ 544,500**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary.*)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as the subject is a vacant tract of land.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for mixed use and or future commercial retail development.

Contributory Value of Improvements (Itemized)												
No Improvements Indicated									$	-		
									$	-		
									$	-		
									$	-		
Total Contributory Value of Improvements											**$**	**-**
Fee	48,848	SF	@	$	2.50	/ SF			$	122,120		
Easement	35,153	SF	@	$	1.25	/ SF			$	43,941		
Total Land											$	166,061
TOTAL AS A UNIT											**$**	**166,061**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)												
No Improvements Indicated									$	-		
									$	-		
									$	-		
									$	-		
									$	-		
									$	-		
									$	-		
									$	-		
Total Contributory Value of Improvements											**$**	**-**
Land	133,799	SF	@	$	2.50	/ SF			$	334,498		
Easement	35,153	SF	@	$	1.25	/ SF			$	43,941		
Total Land											$	378,439
TOTAL AS A UNIT											**$**	**378,439**

Form ROW-A-5 (Rev. 08/11)

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for mixed use and or future commercial retail development.

VALUATION APPROACHES

Cost Approach	$ 378,439
Sales Comparison Approach	Not Applicable
Income Approach	Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to the proposed right-of-way.

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	133,799 SF	@	$	2.50 / SF	=	$	334,498
Easement	35,153 SF	@	$	1.25 / SF	=	$	43,941
Total Land Value	**168,952 SF**					**$**	**378,439**

Reconciled Final Value **$ 378,439**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES			
	Subject	**Comp. No. 1**	**Comp. No. 2**	**Comp. No. 3**
Grantor	D & S Bell Enterprises LTD	Lone Star National Bank	Red Rock Real Estate Development Group LTD, a Texas Limited Partnership	KVS Family Limited Partnership
Grantee	Mil Encinos Development LTD	McDonald's Real Estate Company dba (Delaware) McDonald's Real Estate Company	Wal-Mart Real Estate Business Trust, a Delaware Statutory Trust	Wal-Mart Estate Business Trust
Date	February 9, 2004	February 28, 2014	June 24, 2013	August 22, 2013
Sales Price	$ -	$ 750,000	$ 5,665,936	$ 12,629,012
Unit Price	$ - / SF	$ 5.14 / SF	$ 5.68 / SF	$ 4.00 / SF
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Relative Location	Average	Superior -35%	Superior -35%	Superior -35%
Corner Influence	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Rectangular	Irregular 0%	Irregular 0%	Irregular 0%
Topography	Conventional	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer 0%	Water / Elect / Sewer 0%	Water / Elect / Sewer Nearby 0%
Frontage	Extension of Diamond Avenue	Interstate 2 btwn Coyote Drive & Diamond Street -15%	Canton Road & Interstate 69C -15%	FM 493 -15%
Size of Tract	168,952 SF	145,926 SF 0%	997,524 SF 0%	3,157,272 SF 0%
Net Adjustments		-50%	-50%	-50%
Indicated Unit Value		$ 2.57 / SF	$ 2.84 / SF	$ 2.00 / SF

Estimated Unit Value of Fee Simple Area **$ 2.50 / SF**
Estimated Unit Value of Easement **$ 1.25 / SF**

Land Value Fee Simple	**(133,799 SF x $2.50 / SF)**	**$ 334,498**
Land Value Easement (Easement Holder)	**(35,153 SF x $1.25 / SF)**	**$ 43,941**
		$ 378,439

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along US Expressway 83 and other similar developments along similar highways in Hidalgo County. Each of these sales were selected based on the surrounding developments similar to that of the on-going Mil Encinos Development and Master Plan. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. An unadjusted unit range of market value of $4.00 per square foot to $5.14 per square foot was indicated by the comparable sales prior to adjustment. After applicable adjustments were made to each of the selected sales, the unit range of value for the subject property was determined to be $2.00 per square foot to $2.84 square feet. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $2.50 per square foot. The valuation of the remainder is determined to be 168,952 square feet (3.878 acres) with an encumbered fee land area or easement of 35,153 square feet (0.807 acres) which shall remain with the easement holder. A separate appraisal report shall be provided to the easement holder for acquisition of the remaining bundle of rights within the easement area identified within the part to be acquired. The subject remainder appears to have an extension of the gas line easement, however, a survey of the entire tract was not provided to this appraiser. Therefore, a hypothetical condition of which the remainder land area shall be calculated at 100% of market value for the unencumbered land area and 50% of market value for the 50% remaining interest within the part to be acquired. Therefore, 133,799 square feet shall be valued at $2.50 per square feet, while the remaining encumbered fee land area (easement holders' interest) shall be valued at $1.25 per square foot.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**

	Net Land Area			**Price / SF**		
Land Value (Fee)	**133,799**	**SF**	@	**$**	**2.50**	**$ 334,498**
Land Value (Easement)	**35,153**	**SF**	@	**$**	**1.25**	**$ 43,941**
Estimated Value By Cost Approach						**$ 378,439**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as the subject is a vacant tract of land and the approach is therefore not applicable.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the subject property in the remainder after as the property is a vacant tract of land and therefore the approach is not applicable.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as no site improvements were indicated.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 544,500

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 166,061

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 378,439

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately after the acquisition is $ 378,439

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 166,061**

EXHIBITS

1. Qualification of Appraiser
2. Certified Letter of Intent to Inspect & Tracking Data
3. Hidalgo County Appraisal District Data
4. 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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

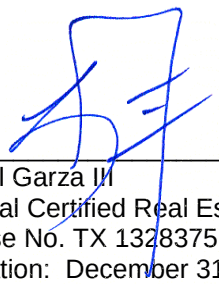
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

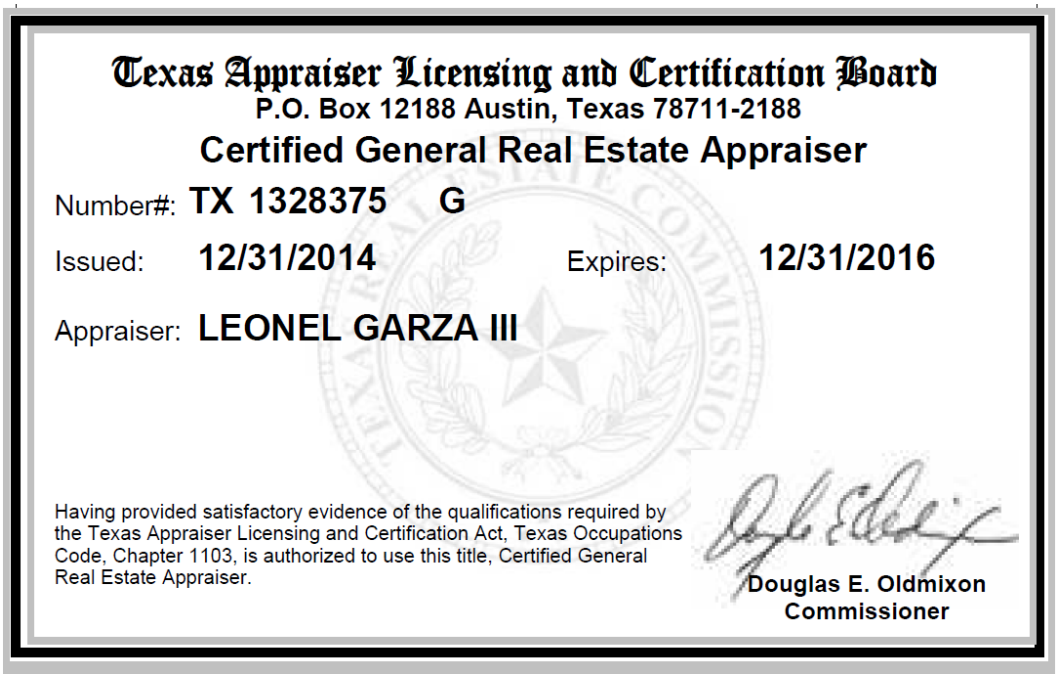
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: 12/31/2014 Expires: 12/31/2016
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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 2A, 2B, 3A and 3B

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Mil Encinos Development LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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 $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage

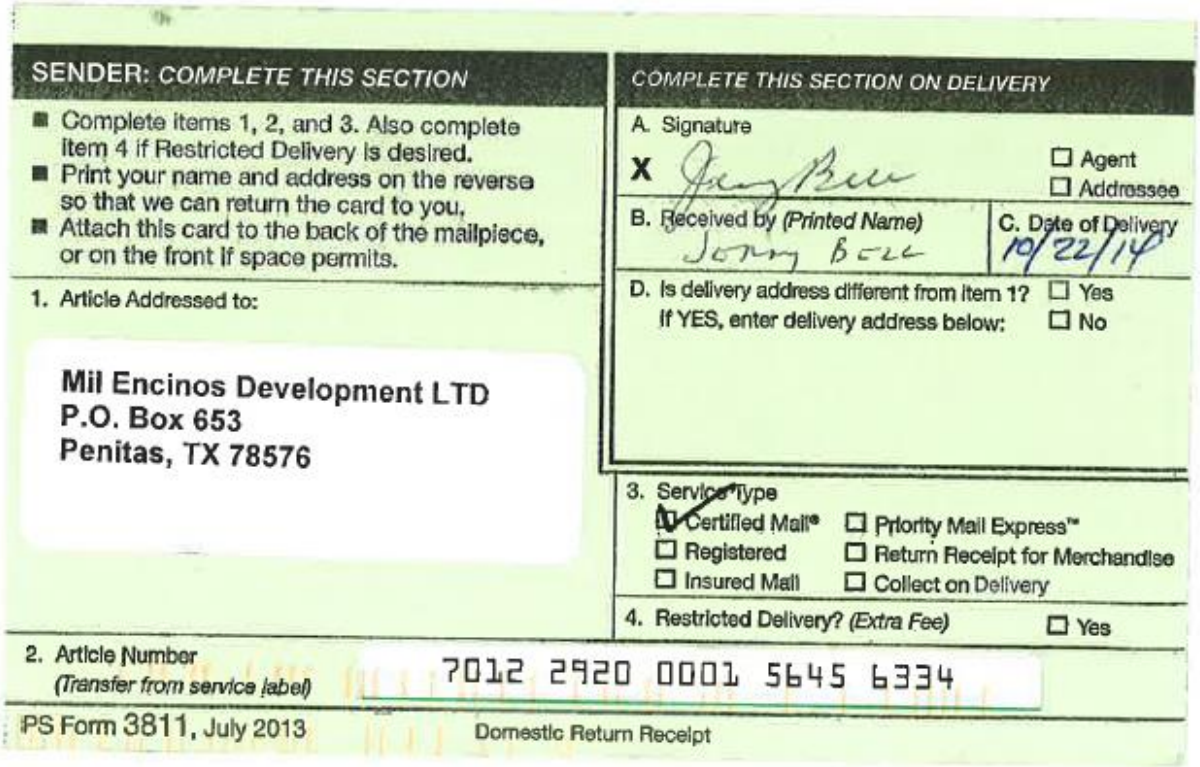
OCT 20 2014
Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,

7012 2920 0001 5645 6334



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:

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/22/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6334

PS Form 3811, July 2013 Domestic Return Receipt

Hidalgo CAD

Property Search Results > 194462 MIL ENCINOS DEVELOPMENT LTD for Year 2014

Property

Account

Property ID:	194462	Legal Description:	HOMEVILLE A LT 227 5.00 AC
Geographic ID:	H4250-01-000-0227-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	MIL ENCINOS DEVELOPMENT LTD	Owner ID:	546639
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$15,000	$2,235
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$15,000	
(–) Ag or Timber Use Value Reduction:	–	$12,765	
(=) Appraised Value:	=	$2,235	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$2,235	

Taxing Jurisdiction

Owner: MIL ENCINOS DEVELOPMENT LTD
% Ownership: 100.0000000000%
Total Value: $15,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$2,235	$2,235	$0.00
CPN	CITY OF PENITAS	0.434500	$2,235	$2,235	$9.71
DR1	DRAINAGE DISTRICT #1	0.095700	$2,235	$2,235	$2.14
GHD	HIDALGO COUNTY	0.590000	$2,235	$2,235	$13.19
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$2,235	$2,235	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$2,235	$2,235	$3.35
R01	ROAD DIST 01	0.000000	$2,235	$2,235	$0.00
SLJ	LA JOYA ISD	1.311000	$2,235	$2,235	$29.30
SST	SOUTH TEXAS SCHOOL	0.049200	$2,235	$2,235	$1.10

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$58.79
				Taxes w/o Exemptions:	$58.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	5.0000	217800.00	0.00	0.00	$15,000	$2,235

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	$15,000	2,235	2,235	$0	$2,235
2013	$0	$15,000	2,140	2,140	$0	$2,140
2012	$0	$15,000	2,085	2,085	$0	$2,085
2011	$0	$45,000	2,005	2,005	$0	$2,005
2010	$0	$45,000	2,020	2,020	$0	$2,020
2009	$0	$45,000	2,095	2,095	$0	$2,095
2008	$0	$37,500	2,095	2,095	$0	$2,095
2007	$0	$37,500	1,995	1,995	$0	$1,995
2006	$0	$37,500	2,000	2,000	$0	$2,000
2005	$0	$37,500	2,020	2,020	$0	$2,020
2004	$0	$37,500	2,000	2,000	$0	$2,000
2003	$0	$37,500	1,995	1,995	$0	$1,995

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	D & S BELL ENTERPF	MIL ENCINOS DEVEL			1295638
2	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
3	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Peñitas Drainage Project

October 20, 2014

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 3. 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.** 2A, 2B, 3A & 3B
2. **Owner(s) of Record:** M/I Encinos Development, Ltd
3. **Who Is Authorized To Make Decisions For This Property?** Jerry Bell and/or Duane Bell
4. **Contact Numbers:** Jerry & Duane office 585-6482
5. **Mailing Address:** P.O. Box 653 Peñitas, TX 78576
6. **Date of Purchase:** transfered to Ltd. from Partner Jan 28, 2004
7. **Original Purchase Price of Property:** –
8. **Number of Acres (SF) Purchased:** –
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 We have appraisals for loan purposes and land sales
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☑ No
    Explain

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☑ No

Explain _____

14. Comments, Concerns or Special Request: _____

Please contact John Womack (956-624-2621), our business manager for further questions and negotiations of terms, price, etc.

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
contact John Womack 624-2621

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Jerry Bell — 10-27-14

Authorized Signature **Date**

Jerry Bell

Print Name

Form ROW-A-5
(Rev. 08/11)

REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Penitas Street (E/S), 0.28 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas — District: 21
Property Owner: Mil Encinos Development, LTD — Parcel: 2B
Address of Property Owner: P.O. Box 653 Peñitas, Texas 78576 — ROW CSJ: N/A
Occupant's Name: Vacant — Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition — Highway: Peñitas Drain / I-2 — County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is $96,400 as of November 24, 2014, based upon my independent appraisal and the exercise of my professional judgment;

That on November 24, 2014 (date)(s), I personally inspected in the field the property herein appraised; that I afforded Mil Encinos Development, LTD, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 7, 2015 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation, and or their representatives, or officials of the Federal Highway Administration until authorized by State 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;

That 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;

That 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;

That 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;

That 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 noncompensable 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 for which such property is to be acquired, or by the likelihood that the property would be acquired for such 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

January 10, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Reviewing Appraiser — Date

* A 5 *

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired in the name of the State of Texas. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items that are not compensable or may be handled through negotiations or relocation benefits, if applicable. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any structural and or site improvements not located within the part to be acquired and outside of the area permitted to be inspected by the property 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.

Client & Intended User

The client for this report is identified as the Hidalgo Urban County Program under the direction Antonio "Tony" Barco, Assistant Director. The part to be acquired is part of a grant program for a drainage project known as the "Penitas Drainage Project. The part to be acquired is for the expansion of drainage in the immediate area and will aid in the facilitation of drainage for the entire region north of the US Expressway 83 / Interstate 2. The intended use of the report is to assist Victor Gallardo, Right of Way Agent, in future negotiations to acquire a portion of said property in the name of the Hidalgo County. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-5 Form Rev. 08/2011. The intended user of the report is defined as the Hidalgo county Precinct No. 3 & the Hidalgo Urban County Program and may include other governmental entities that may be participating in the project.

Scope of the Assignment

By contract and written authorization to proceed, the Hidalgo Urban County Program, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by CVQ Land Surveyors, LLC out of McAllen, 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 requires the appraiser to make the extraordinary assumption 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 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 Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along existing road right of way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." Pursuant to the scope of the assignment, this is the manner of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns about this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Access To Subject

Pursuant to the 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 offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in his/her presence with appraiser, Leonel Garza III.

IDENTIFICATION OF SUBJECT TO BE ACQUIRED

Parcel No._____	2B
RCSJ _____	N/A
Owner of Record _____	Mil Encinos Development LTD
	P.O. Box 653, Peñitas, Texas 78576
Current Use _____	Vacant
Subject Address or Location	Penitas Street (E/S), 0.28 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas
Legal Description of Part To Be Acquired_____	A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of Lot 224, Homeville Association Subdivision "A", map reference: Volume 0, Page 24, H.C.M.R. and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos development, LTD, recorded in Document No. 1295638, H.C.D.R., and said 1.928 acres parcel being more particularly described by metes and bounds description.

The subject property is a vacant tract of land located Penitas Street (E/S), 0.28 miles north of East Expressway 83, and approximately 0.08 miles east of Penitas Street, within the City of Penitas, Texas. The primary access to the subject property is from Diamond Avenue. No physical address exists for the site as the tracts are not subdivided nor developed as per date of appraisal. All municipal utilities are available and or are in the immediate vicinity to the site including potable water and sanitary sewer service. Extension of these services is available to the developer. The part to be acquired is 84,001 square feet located along the eastern boundary of the subject property which no improvements were noted. The land area to be acquired shall be utilized for the development of the Peñitas Drain Project which is an extension of the existing US Expressway 83 system known as Interstate Highway 2.

The scope of this assignment is to determine the market value of the part to be acquired, based on the survey provided by CVQ Land Surveyors dated November 11, 2013. The survey indicates that the area to be acquired is 1.928 acres or approximately 84,001 square feet with an overall dimension of approximately 180.00 lineal feet on the southern boundary x 466.67' lineal feet on the western boundary. The property in question is currently owned in "fee simple" and shall be valued at 100% of the market value, as determined by the Sales Comparison Approach to market value "as if vacant" subject to any encumbrances and or existing easements. This is performed in order to determine the unit market value (price per square foot) of the part to be acquired by the Hidalgo County for the development of the new drainage facility known as the Penitas Drain and Water Shed project. Note the survey provided contains only the part to be acquired area only. Information about the whole property prior to acquisition is stated on the survey and has been verified with the Hidalgo County Appraisal District.

<u>Economic Unit – Whole Property</u>

During the analysis of the subject property it was determined that the overall land area of the tract shall be utilized as the economic unit of the subject property as a whole. This is done in order to determine the pro rata part of the whole, which is the subject of this report. The tract as whole is indicative of the market trends along US Expressway 83 within Penitas and the immediate market area. Therefore, the tract shall be analyzed with other comparable tracts within the market and or expanded market of the Rio Grande Valley along similar highways in order to determine the overall market value of the subject property. This shall incorporate the underlying land value (price per acre) and the site improvements included within the part to be acquired (if any).

Part To Be Acquired

The proposed acquisition shall be valued as a pro-rata part of the whole property which, before the acquisition is 5.00 acres. In order to determine the unit market value of the subject property as a whole, the use of the Sales Comparison Approach "as if vacant" to value, shall be utilized to determine the overall market unit rate for the subject property. Once this is completed, the appraiser shall utilize this rate for the determination of the pro-rata part to be acquired. This determination of market value shall be based on the fee simple estate of the subject property with an overall highest and best use of the subject property as a whole.

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. Based on the off-site inspection of the subject to be acquired, the remainder after shall not be affected by the part to be acquired. Therefore, no diminution (damage) to the remainder before and after the acquisition shall be assessed for the total compensation of the part to be acquired.

Building & Site Improvement Analysis

During the off-site inspection of the subject property, no building improvements were located within the part to be acquired. In the event that structural or site improvements are located within the proposed acquisition, those improvements would be itemized on page 3.0 of this report. Site improvements are valued based on their depreciated cost value at the time of appraisal. In the event structural or site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the compensation of the part to be acquired. In addition, any utilities located within the acquisition area shall be relocated as an item of construction and shall not be included within the compensation for the subject property.

Personal Property

Pursuant to the scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation; unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable pursuant to the scope of the assignment. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report and be itemized for clarity.

Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were observed indicating that subject property is listed for sale.

Environmental Statement

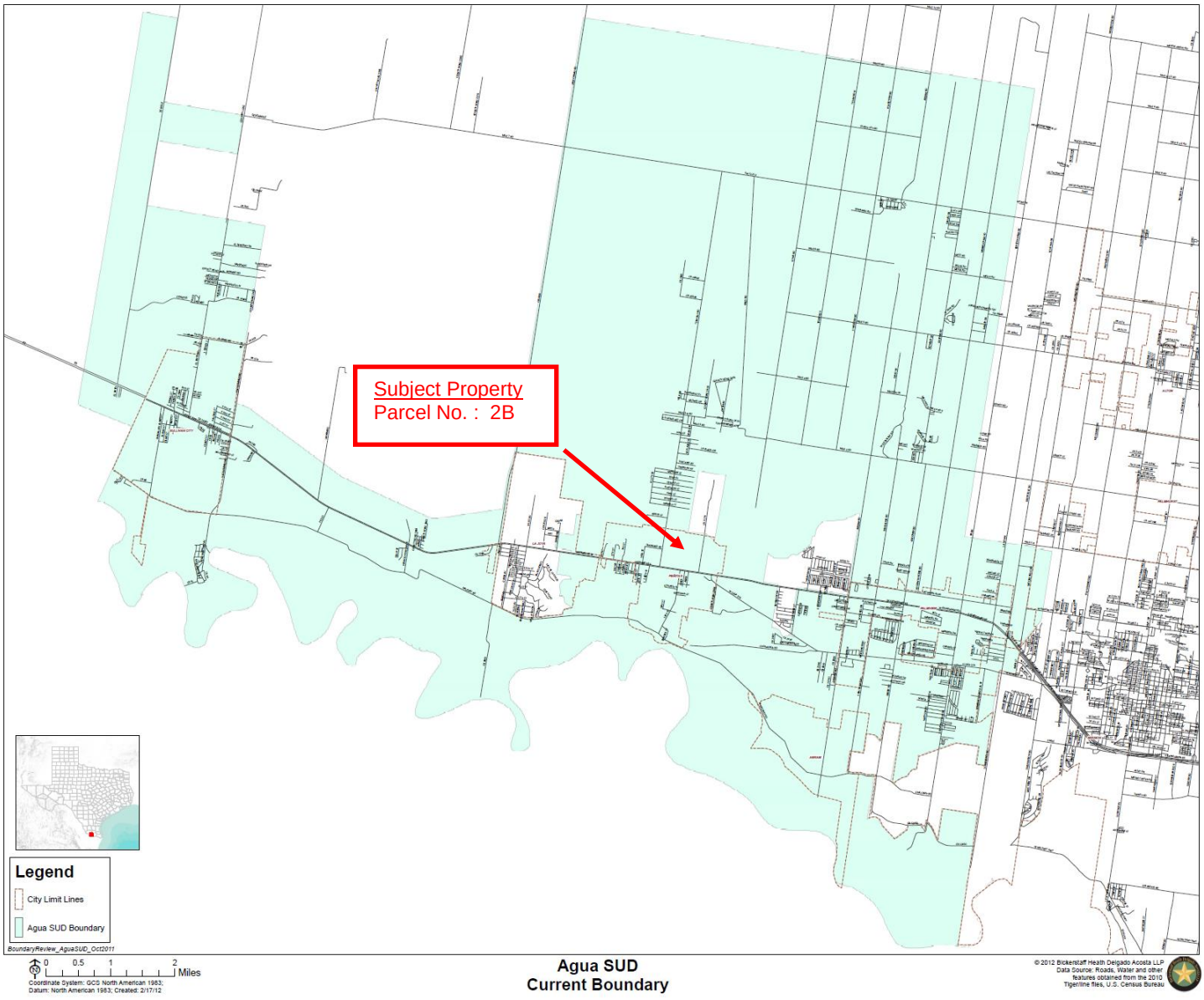
This appraiser has made an off-site inspection of the subject property. No obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental 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 that may influence its marketability and/or value.

Utilities Services Available

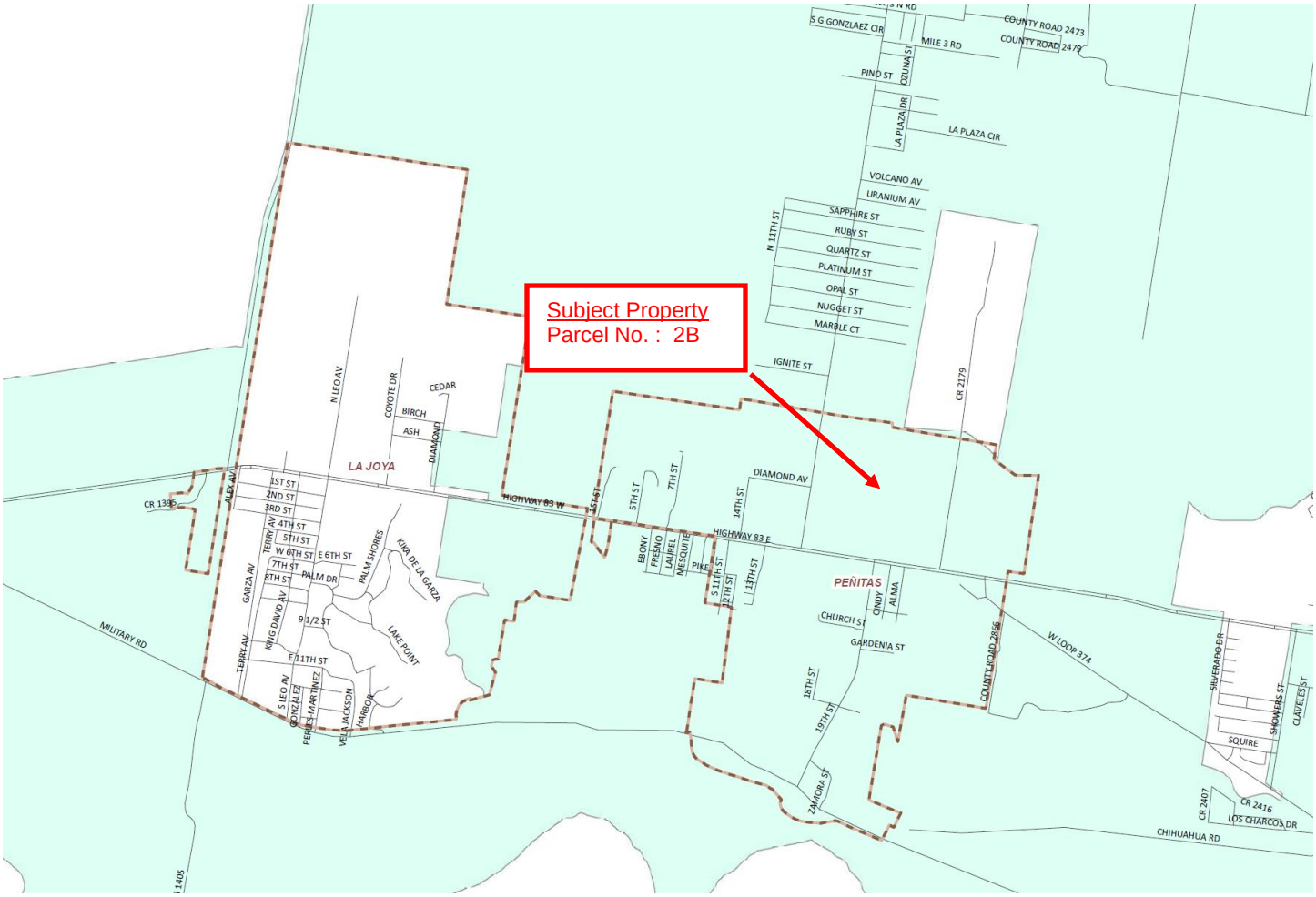
The subject property is located in a region, which contains potable water, water wells, electricity, and phone service, which is typical of the market area. Sewer service is limited is available within the city limits of Penitas and surrounding the City of La Joya. This was verified with the Agua Special Utility District. The District has indicated that the Agua SUD installed 1 mile of 8" PVC pipe along Liberty Road, replacing a 1 ½ inch water line that was looped to a subdivision. The water line increased water volume and pressure north of 3 Mile Line along Tom Gill Road. In addition, a 500,000 gallon composite type water tower on Texas Road was constructed to improve the overall pressure and volume in the Mile 7 and Mile 5 areas north of the subject property. Agua SUD purchased booster station pump upgrades for Mile 3, Tom Gill, FM 886 and Benavides booster stations. They are dual pump systems with variable frequency drives. The Mile 3 and FM 886 booster stations will also have stand-by diesel generators. These improvements have continued since the moratorium on new subdivision from a few years ago of which water pressure was insufficient for the service area at the time. Sewer line facilities throughout the City are being upgraded as well. The following is the service coverage area from the Agua Special Utility website (www.aguasud.com)

Agua Specialty Utility District Coverage Map

(www.aguasud.com)



Agua Specialty Utility District Coverage Map
(www.aguasud.com)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No. 2B

Local Address: Penitas Street (E/S), 0.28 miles north of East Expressway 83, and 0.08 miles east of Penitas Street, Penitas, Texas

Date Taken: November 24, 2014

Taken By: Leonel Garza Jr. & Associates LLC

Point which taken: Photo 1: Unknown Dirt Road
Photo 2: Unknown Dirt Road

Looking: Photo 1: Eastern View
Photo 2: Southeastern View

Photo 1
General view of the subject property along Unknown Dirt Road.

Photo 2
Another view of the subject property along the eastern boundary of unknown Dirt Road.

Point which taken: Photo 3: Peñitas Street
Photo 4: Peñitas Street

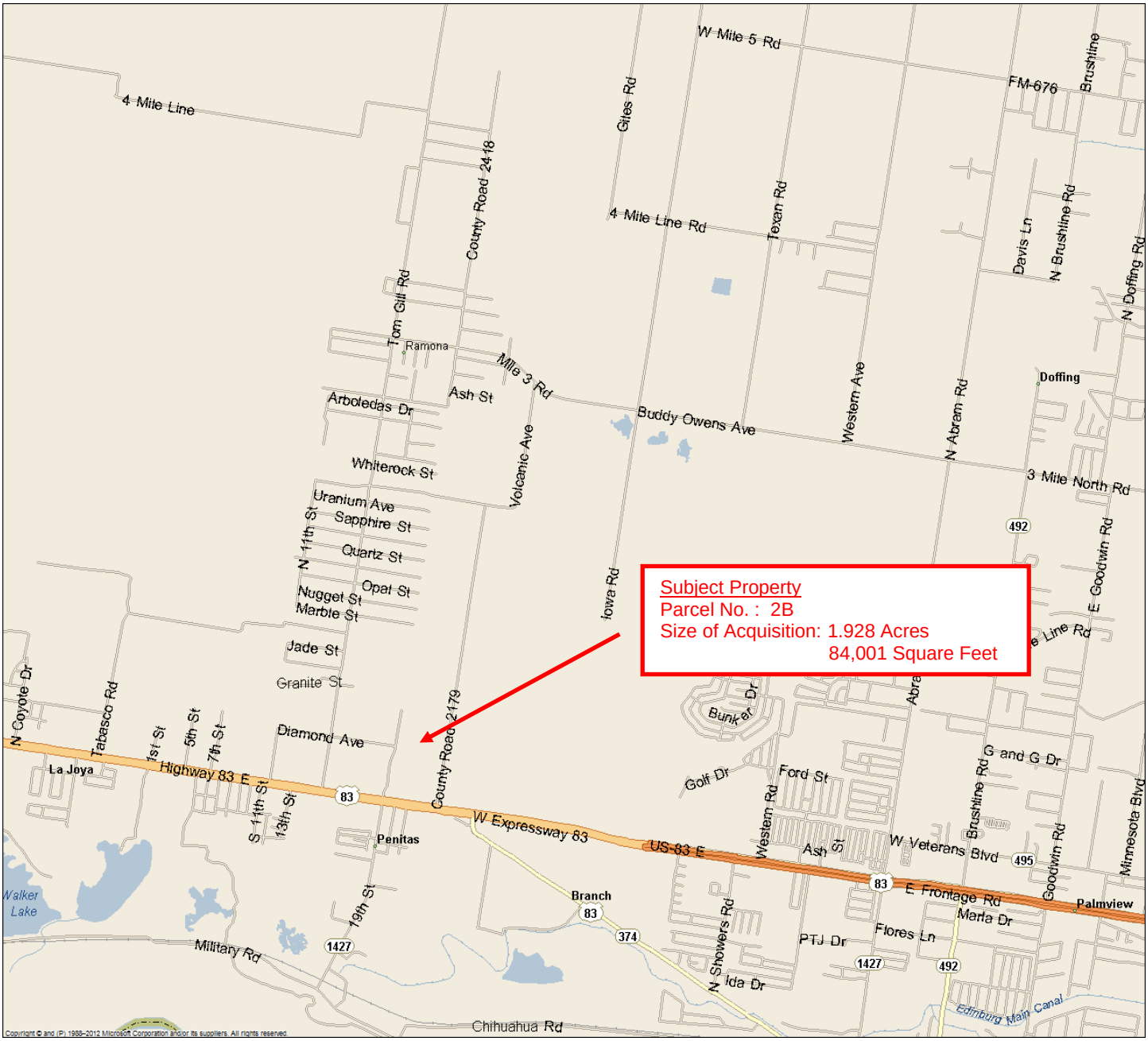
Looking: Photo 3: Northern View
Photo 4: Southern View

Photo 3
Street View of Peñitas Street. The subject property is on the right side in this photo.

Photo 4
Street view of Peñitas Street. The subject property is on the left side in this photo.

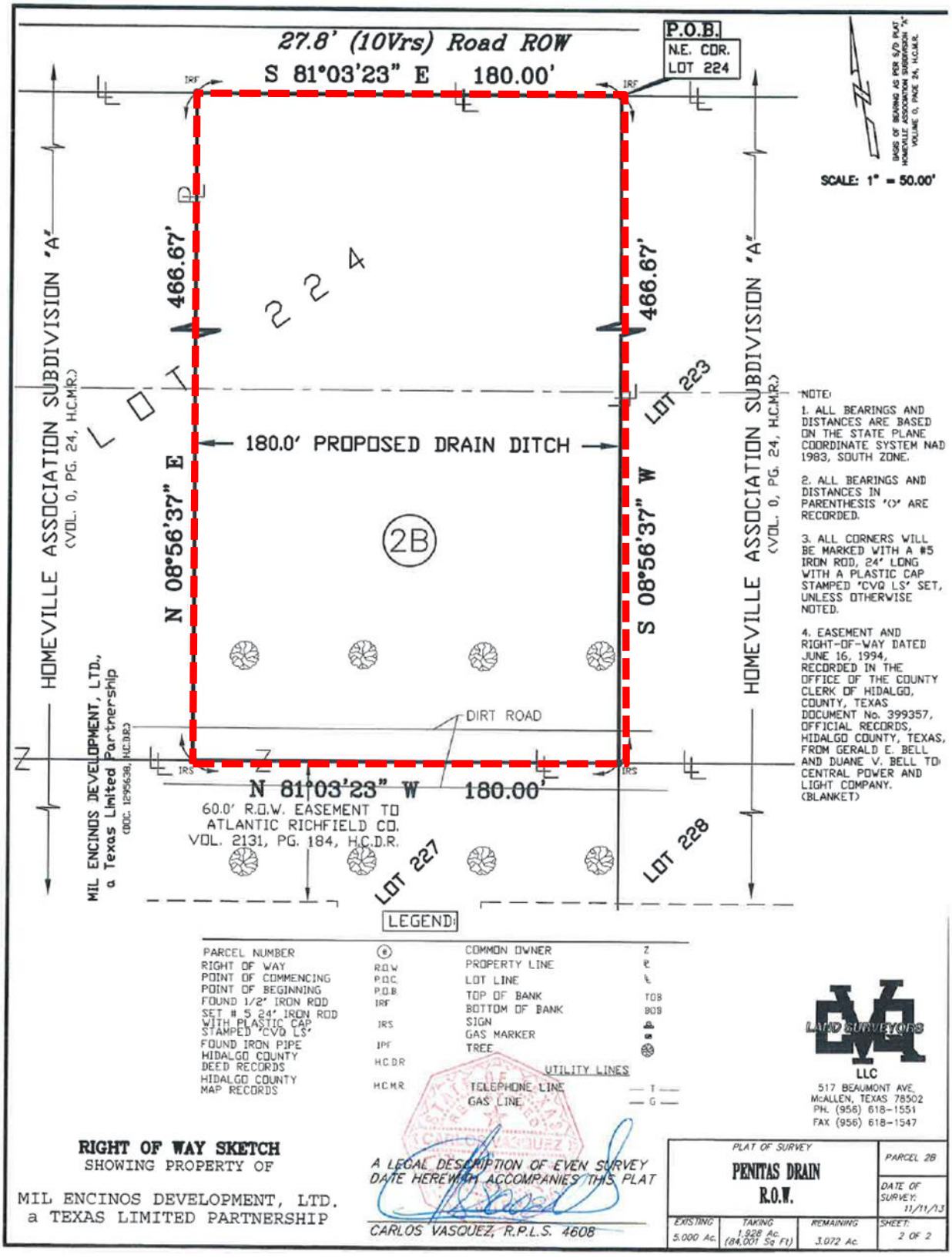
CITY MAP OF SUBJECT

LOCATION MAP OF SUBJECT



AERIAL PHOTOGRAPH OF PART TO BE ACQUIRED

THE PART TO BE ACQUIRED IS ESTIMATED AND DEPICTED BY THE YELLOW HIGHLIGHTED AREA. THE PROPERTY AS A WHOLE IS ESTIMATED BY THE SURVEY OF THE PART TO BE ACQUIRED AND DATA/MAPS GATHERED THROUGH THE HIDALGO COUNTY APPRAISAL DISTRICT.


27.8' (10Vrs) Road ROW
S 81°03'23" E 180.00'
P.O.B.
N.E. COR.
LOT 224
BASIS OF BEARING AS PER S/D PLAT HOMEVILLE ASSOCIATION SUBDIVISION "A" VOLUME 0, PAGE 24, H.C.M.R.
SCALE: 1" = 50.00'
HOMEVILLE ASSOCIATION SUBDIVISION "A"
(VOL. 0, PG. 24, H.C.M.R.)
466.67'
N 08°56'37" E
180.0' PROPOSED DRAIN DITCH
S 08°56'37" W
LOT 224
LOT 223
2B
DIRT ROAD
MIL ENCINOS DEVELOPMENT, LTD.,
a Texas Limited Partnership
(DOC. 1295638, H.C.D.R.)
N 81°03'23" W 180.00'
60.0' R.O.W. EASEMENT TO
ATLANTIC RICHFIELD CO.
VOL. 2131, PG. 184, H.C.D.R.
LOT 227
LOT 228
NOTE:
1. ALL BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS '()' ARE RECORDED.
3. ALL CORNERS WILL BE MARKED WITH A #5 IRON ROD, 24" LONG WITH A PLASTIC CAP STAMPED 'CVQ LS' SET, UNLESS OTHERWISE NOTED.
4. EASEMENT AND RIGHT-OF-WAY DATED JUNE 16, 1994, RECORDED IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO, COUNTY, TEXAS DOCUMENT No. 399357, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, FROM GERALD E. BELL AND DUANE V. BELL TO CENTRAL POWER AND LIGHT COMPANY. (BLANKET)
LEGEND:
PARCEL NUMBER
RIGHT OF WAY
POINT OF COMMENCING
POINT OF BEGINNING
FOUND 1/2" IRON ROD
SET # 5 24" IRON ROD WITH PLASTIC CAP STAMPED 'CVQ LS'
FOUND IRON PIPE
HIDALGO COUNTY DEED RECORDS
HIDALGO COUNTY MAP RECORDS
R.O.W.
P.O.C.
P.O.B.
IRF
IRS
IPF
H.C.D.R.
H.C.M.R.
COMMON OWNER
PROPERTY LINE
LOT LINE
TOP OF BANK
BOTTOM OF BANK
SIGN
GAS MARKER
TREE
UTILITY LINES
TELEPHONE LINE
GAS LINE
LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78502
PH. (956) 618-1551
FAX (956) 618-1547
RIGHT OF WAY SKETCH
SHOWING PROPERTY OF
MIL ENCINOS DEVELOPMENT, LTD.
a TEXAS LIMITED PARTNERSHIP
A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT
CARLOS VASQUEZ, R.P.L.S. 4608
PLAT OF SURVEY
PENITAS DRAIN
R.O.W.
PARCEL 2B
DATE OF SURVEY: 11/11/13
SHEET: 2 OF 2
EXISTING 5.000 Ac.
TAKING 1.928 Ac. (84,001 Sq Ft)
REMAINING 3.072 Ac.

Parcel 2B

METES AND BOUNDS DESCRIPTION
1.928 ACRES OF LAND
HOMEVILLE ASSOCIATION
SUBDIVISION "A"
HIDALGO COUNTY, TEXAS

LAND SURVEYORS L.L.C.

Parcel 2B: MIL ENCINOS DEVELOPMENT, LTD., a Texas Limited Partnership

A tract of land containing 1.928 acres, situated in Hidalgo County, Texas and also being a part or portion of **LOT 224**, **HOMEVILLE ASSOCIATION SUBDIVISION "A"**, map reference: Volume 0, page 24, H.C.M.R., and said 1.928 acres of land also being a part or portion of that tract deeded to Mil Encinos Development, Ltd., a Texas Limited Partnership, recorded in Document 1295638, H.C.D.R., and said 1.928 acres of land also being more particularly described as follows;

BEGINNING on the northeast corner of said Lot 224 and the South right-of-way of a 27.8 foot (10Vrs) Road, for the northeast corner of this tract and **POINT OF BEGINNING**;

THENCE, S 08° 56' 37" W, along the East line of said Lot 224, a distance of 466.67 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Southeast corner of said Lot 224, for the southeast corner of this tract;

THENCE, N 81° 03' 23" W, along the South line of said Lot 224, a distance of 180.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;

THENCE, N 08° 56' 37" E, at a distance of 466.67 feet to an iron rod found on the South line of said Lot 224 and the South right-of-way of said 27.8 Road, for the northwest corner of this tract;

THENCE, S 81° 03' 23" E, along the North line of said Lot 224 and South right-of-way of said 27.8 foot Road, a distance of 180.00 feet to the **POINT OF BEGINNING**, containing 1.928 acres of land, more or less.

Bearing basis as per **HOMEVILLE ASSOCIATION SUBDIVISION "A", VOLUME 0, PAGE 24, H.C.M.R.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON NOVEMBER 13, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
SURVEYOR

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

Property Tax & Sales History

The history of the subject property was examined via the Hidalgo County Appraisal District records as of January 1, 2015. Based on the records found at www.hidalgoad.org, the subject property is currently under the owner ship of Mil Encinos Development LTD with a mailing address of P.O. Box 653, Peñitas, Texas 78576. The subject property has been under this ownership since February 9, 2004 at which time the property was transferred from Sarah Lamont for an undisclosed amount. No other transactions within a three (3) year period were discovered. Further research shall be required through title search to verify ownership. This additional research is outside the scope of this assignment. This information was verified with title information and/or the Hidalgo County Appraisal District, in conjunction with the County Deed Records. No other changes in ownership have occurred in the past three (3) years. The Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such, the following assessed value may be subject to change as of date of this appraisal. This information can be further verified at the District office located at 4405 S. Professional Drive of the in Edinburg, Texas.

HIDALGO COUNTY APPRAISAL DISTRICT (2015)				
PROPERTY ID		194459	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Mil Encinos Development LTD	CITY OF PENITAS	0.434500
			DRAINAGE DISTRICT #1	0.095700
LAND AREA		5.00 / Acres	HIDALGO COUNTY	0.590000
LAND ASSESSEMENT	$	15,000	SOUTH TEXAS COLLEGE	0.150000
IMPROVEMENT ASSESSMENT	$	2,235	ROAD DISTRICT 01	0.000000
TOTAL ASSESSED VALUE	$	17,235	LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
HCAD LAND UNIT RATE	$	3,000 / Acre		
TAXES w/CURRENT EXEMPTION	$	-		
			TAX RATE	2.630400

Exposure & Marketing 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, there is a twelve (12) to eighteen (18) month exposure time and marketing time period for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during the sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subject property highest and best use “as if vacant” is for multi-family residential use development. This type of use is consistent with the recent trends located along US Expressway 83. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"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, the part to be acquired and the remainder before and after the acquisition. This valuation must exclude project influence as required 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 criteria as each parcel shall be evaluated before and after the proposed acquisition. In order to determine the highest and best use, research was performed within corresponding market area surrounding the subject property. Since the subject property lies within the jurisdiction of the City of Peñitas, municipal zoning ordinance restrictions are applicable. No zoning map were made available for the City of Penitas as per date of report, however, based upon the Future Land Use Plan provided by the owner of record the subject property is currently zoned multi-family residential. Therefore, the highest and best use as multi-family residential use "as vacant" and "as if improved" would therefore be legally permissible as of the date of this report, based upon the extraordinary assumption, that the City of Penitas would approve such development.

The final two areas of analysis for the highest and best use is for the financially feasibility and maximally productive state of the subject property. Since the subject is currently being utilized for row crop farming the tract is not in its most productive and maximally productive state. Based on the physical dimension and overall size of the subject property, a single family and or a multifamily residential use would bring the subject to a financially feasible and maximally productive state at the use would generate a higher income that the subject in its current condition. With the advent of the La Joya Loop project underway by the Texas Department of Transportation, additional traffic will continue to grow in the immediate area. This project is slated to be completed in two to three years. Based on the on-going development of the Mil Encinos Development and the La Joya Loop Project the overall highest and best use of the subject property is for multifamily development once these projects have come to fruition in a few years. The interim use as agricultural should remain until that time. For purposes of this report the subject shall be evaluated with a multifamily highest and best use.

Future Land Use Plan

PROPERTY VALUATION SUMMARY

Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole, it was determined that the subject properties' highest and best use is for multi-family residential use as per the future land use plan provided.

VALUATION APPROACHES
Cost Approach.....$250,000

Sales Comparison Approach..... Not Applicable

Income Approach ..... Not Applicable

RECONCILATION OF APPROACHES TO VALUE
A Cost Approach to value utilizing the Sales Comparison Approach "as vacant" was the most accurate method to determine the pro-rata part of the whole for the acquisition area. The Cost Approach utilizes the Sales Comparison Approach for the subject property "as vacant" (before and after) and then applies the depreciated site and/or building improvements cost to determine the value of the subject property. The Sales Comparison Approach "as if improved" nor the Income Approach was not utilized nor required as the subject is vacant tract of land.

Contributory Value of Improvements (Itemized)	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	5.000 Acre @ $ 50,000 / Acre	= $	250,000
Total Land Value		= $	250,000
Reconciled Final Value		**$**	**250,000**

Each approach developed follows this page and is sequenced as shown below.

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 3.1	pg 3.7	pg N/A	pg 3.14

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☒ Improved: ☐

VALUATION GRID | **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	5.00 Acre	10.00 Acre	5%	16.97 Acre	15%	99.124 Acre	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000	/ Acre	$ 49,849	/ Acre	$ 50,441	/ Acre

Estimated Unit Value of Fee Simple Area **$ 50,000 / Acre**

Value by Sales Comparison Approach (Fee Simple) **(5.00 Acre x $50,000 / Acre)** **$ 250,000**

$ 250,000

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres (435,600 square feet) Unit Price: $40,000 / Acre ($0.91 / square foot)

Type Street: Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: Multifamily Development Under Construction Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: January 7, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC
Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6
Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576
Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.
Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 99.124 Acres Unit Price: $40,353 / Acre
Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby
Improvement(s) Description: None As Per Date of Sale
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: Mixed Use Development (Commercial/Multifamily/Single Family Residential)
Date of Inspection: January 7, 2015 Zoning: Open Agricultural Flood Plain: Zone X
Property was purchased from a investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III January 10, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 2B Highway: Peñitas Drain / Interstate 2
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Sanchez Homes Incorporated Grantee/Lessee: IDEA Public School

Date: January 16, 2014 Recording Information: Doc No. 2013-2479697 Key Map: TexMap 244-D6

Address: N. Holland Avenue (E/S), Mission, Texas Zip Code: 78572

Legal Description: 16.970 acre out of Lot 26-5, West Addition To Sharyland Subdivision, Hidalgo County ,Texas as per map or plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Confirmed Price: $ 626,625 Verified with: MLS A162027S & Deed Records

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 16.970 Acres Unit Price: $36,925 / Acre

Type Street: Asphalt Paved – Holland Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

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: IDEA Public School Highest & Best Use: Single Family or Multifamily Residential

Date of Inspection: January 7, 2015 Zoning: Public Use / Originally AO – Agricultural Open Space Flood Plain: Zone C

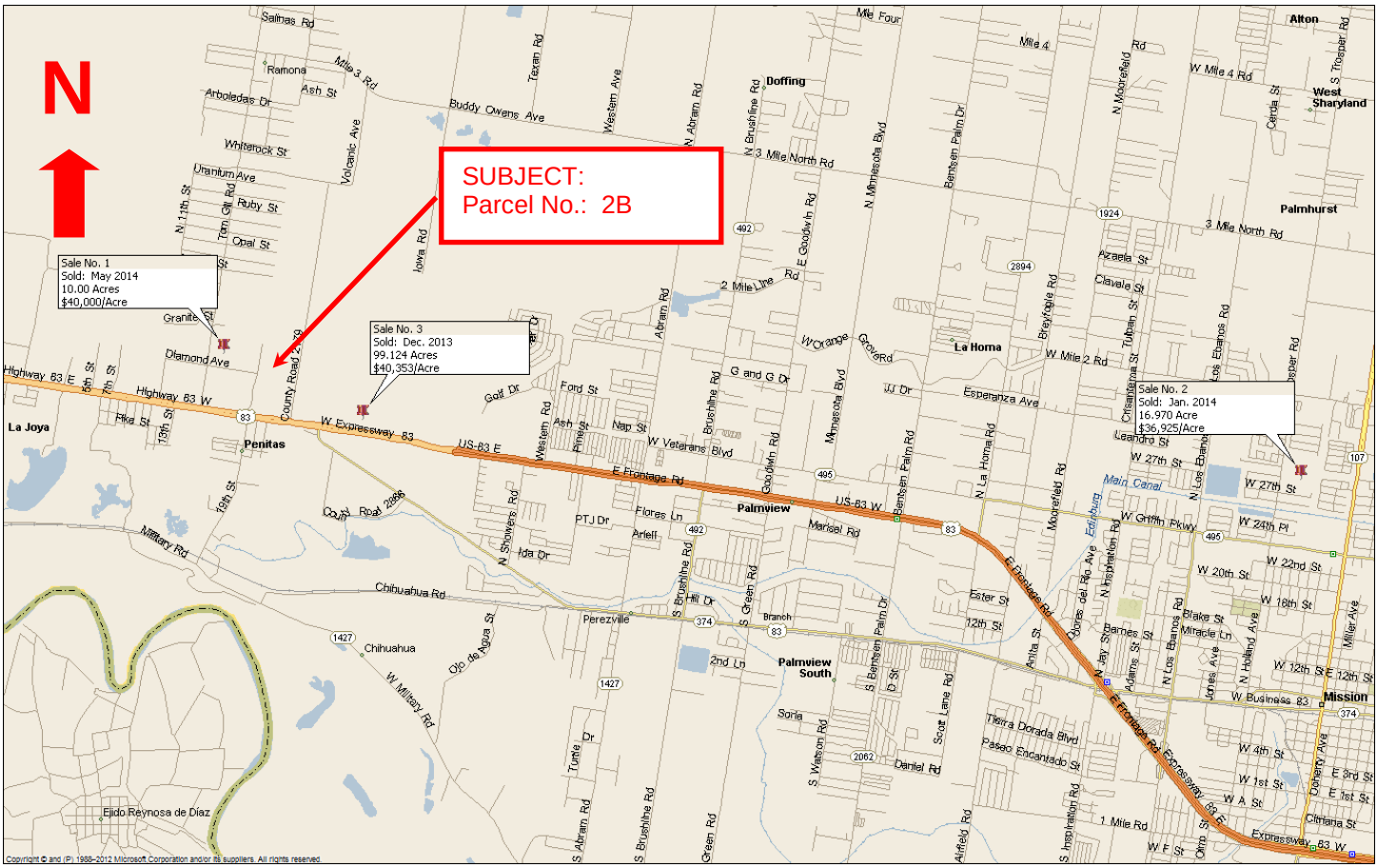
Property was being held for a future single family residential subdivision by Sanchez Homes Inc. The subject was then purchased by IDEA Public Schools through an arms-length transaction as they are not a condemning authority and are a privately owned entity. Subjects highest and best use is for single family residential and or multifamily residential use. HCAD ID: W0100-00-026-0005-02. Sewer was available but not connected to site at time of purchase.

Appraiser: Leonel Garza III January 10, 2015
Date

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre.

COMPARABLE SALES MAP



COST APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
	-	$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
N/A		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					**$ -**
Contributory Value of All Improvements					**$ -**
	Net Land Area		**Price / Acre**		
Land Value (Fee)	**5.000 Acre**	**@**	**$ 50,000**		**$ 250,000**
Estimated Value By Cost Approach					**$ 250,000**

Furnish sources of cost data and support for depreciation factors (physical, functional, and economic. Use a separate page, numbered accordingly, as necessary):

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐
Land: ☐ Improved: ☒

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. Sale No. 1		Comp. Sale No. 2		Comp. Sale No. 3	
Grantor							
Grantee							
Date of Sale							
Unit Price	/ sf	$ -	/ sf	$ -	/ sf	$ -	/ sf
Relative Location			0%		0%		0%
Lot Location			0%		0%		0%
Financing			0%		0%		0%
Conditions of Sale			0%		0%		0%
Market Conditions			0%		0%		0%
Physical Characteristics			0%		0%		0%
Available Utilities			0%		0%		0%
Street Access			0%		0%		0%
Size of Improvement	square feet	- square feet	0%	- square feet	0%	- square feet	0%
Net Adjustments			0%		0%		0%
	Indicated Unit Value	$ -	/ sf	$ -	/ sf	$ -	/ sf
Estimated Unit Value of Fee Simple Area						$ -	/ sf

Estimated Value by Sales Comparison Approach ..... **N/A**

Explanation of Adjustments with Reconciliation (*Attach Comparable Data Supplement and Map;* use separate page, numbered accordingly, as necessary*.)*:

Sales Comparison Approach (As Improved) to value was not required for the subject property as a whole, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☒ Part to be Acquired: ☐ Remainder After: ☐

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @		%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		**N/A**

The Income Approach to value was not required for the subject property as a whole because the subject property is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). The Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the subject property.

PART TO BE ACQUIRED

Highest and Best Use:
After an analysis of the subject property as a whole and the part to be acquired, the subject property's highest and best use is for multi-family residential use and the applicable zoning according to the Future Land Use Plan the City of Peñitas.

Contributory Value of Improvements (Itemized)			
No Improvements Indicated		$ -	
		$ -	
		$ -	
		$ -	
Total Contributory Value of Improvements			**$ -**
Fee	1.928 Ac @ $ 50,000 / Acre	$ 96,400	
Total Land			$ 96,400
TOTAL AS A UNIT			**$ 96,400**

REMAINDER BEFORE THE ACQUISITION

Contributory Value of Improvements (Itemized)			
No Improvements Indicated		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
		$ -	
Total Contributory Value of Improvements			**$ -**
Land	3.072 Ac @ $ 50,000 / Acre	$ 153,600	
Total Land			$ 153,600
TOTAL AS A UNIT			**$ 153,600**

PROPERTY VALUATION SUMMARY

Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

HIGHEST AND BEST USE ANALYSIS:
After an analysis of the subject property as a whole and the remainder after, the subject property's highest and best use is for multi-family residential use according to the Future Land Use Plan and the City of Peñitas.

VALUATION APPROACHES

Cost Approach $ 153,600

Sales Comparison Approach Not Applicable

Income Approach Not Applicable

Reconciliation of Approaches to Value:
A Cost Approach to value utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the pro-rata part of the whole. The Cost Approach utilizes the Sales Comparison Approach for the subject as vacant (before and after) and then applies the depreciated site and or building improvements cost to determine the value of the subject property as a whole prior to

Contributory Value of Improvements	
No Improvements Indicated	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
	$ -
Total Contributory Value of Improvements	**$ -**

Land Value	3.072	Ac @	$ 50,000	/ Acre	=	$ 153,600
Total Land Value	**3.072**	**Acres**				**$ 153,600**

Reconciled Final Value **$ 153,600**

Land Value,	Cost Approach,	Sales Comparison Approach,	Income Approach,
pg 5.1	pg 5.3	pg N/A	pg N/A

Form ROW-A-5 (Rev. 08/11)

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☒ Improved: ☐

VALUATION GRID **REPRESENTATIVE COMPARABLE SALES**

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	D & S Bell Enterprises LTD	Mil Encinos Development		Sanchez Homes Inc.		International Bank	
Grantee	Mil Encinos Development LTD	Villages of Penitas LP		IDEA Public Schools		Mosarr LLC	
Date	February 9, 2004	May 23, 2014		January 16, 2014		December 31, 2013	
Sales Price	$ -	$ 400,000		$ 626,625		$ 4,000,000	
Unit Price	$ - / Acre	$ 40,000	/ Acre	$ 36,925	/ Acre	$ 40,353	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Inferior	0%	Inferior	20%	Similar	0%
Corner Influence	Average	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	20%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%
Frontage	Extension of Liberty Boulevard	Diamond Avenue	0%	N. Holland Avenue	0%	US Expressway 83	-30%
Size of Tract	3.072 Acres	10.00 Acres	5%	16.97 Acres	15%	99.124 Acres	50%
Net Adjustments			25%		35%		25%
Indicated Unit Value		$ 50,000	/ Acre	$ 49,849	/ Acre	$ 50,441	/ Acre

Estimated Unit Value of Fee Simple Area **$ 50,000 / Acre**

Value by Sales Comparison Approach **(3.072 x $50,000 / Acre)** **$ 153,600**

Explanation of Adjustments with Reconciliation:

The local market and extended market were searched for comparable sales that contained similar frontage and overall market conditions along with US Expressway 83. Each of the sales utilized are located within the market area and are the most comparable to the subject property. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Due to the similarity of the comparables to the subject property, limited adjustments were made to the unit price for each of the comparables. Therefore, an unadjusted unit range of market value of $36,925 per acre to $40,353 per acre was indicated for the subject property. After adjustments the indicated unit range of value was determined to be $49,849 per acre to $50,441 per acre. Based on the existing developments and surrounding land use within the immediate market area, a unit value near the mid-range was selected for the determination of overall market value, $50,000 per acre.

COST APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Estimated Replacement / Reproduction Cost					
Improvement	**Number of Units**	**$ per Unit**	**Cost New**	**Depreciation**	**Value**
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Buildings					**$ -**
Accessory Improvements					
		$ -	$ -	0%	$ -
Contributory Value of the Accessory Improvements					**$ -**
Site Improvements					
None Indicated		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
		$ -	$ -	0%	$ -
Contributory Value of the Site Improvements					$ -
Contributory Value of All Improvements					**$ -**
	Net Land Area		**Price / Acre**		
Land Value (Fee)	**3.072 Acre**	**@**	**$ 50,000**		**$ 153,600**
Estimated Value By Cost Approach					**$ 153,600**

The above information was collected from the Marshall & Swift Commercial Cost Estimator and local retailers.

SALES COMPARISON APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒
Land: ☐ Improved: ☒

VALUATION GRID	REPRESENTATIVE COMPARABLE SALES							
	Subject	**Comp. Sale No. 1**		**Comp. Sale No. 2**		**Comp. Sale No. 3**	
Grantor							
Grantee							
Date of Sale							
Unit Price	$ - / sf	$ - / sf		$ - / sf		$ - / sf	
Relative Location	Average		0%		0%		0%
Lot Location	Corner		0%		0%		0%
Financing	Conventional		0%		0%		0%
Conditions of Sale	Cash to Seller		0%		0%		0%
Market Conditions	Average		0%		0%		0%
Physical Characteristic	Average		0%		0%		0%
Available Utilities	All Utilities		0%		0%		0%
Street Access	Public		0%		0%		0%
Size of Improvement	square feet	- square feet	0%	square feet	0%	square feet	0%
Net Adjustments		Δ	0%	Δ	0%	Δ	0%
	Indicated Unit Value	$ - / sf		$ - / sf		$ - / sf	
Estimated Unit Value of Fee Simple Area						$ - / sf	

Estimated Value by Sales Comparison Approach ..... **$ -**

Sales Comparison Approach (As Improved) to value was not required for the subject property as a remainder after, part to be acquired or the remainder after, as the subject property is not affected by the proposed acquisition. Therefore, the Sales Comparison Approach (As Improved) to market value was not an applicable approach for determining market value of the subject property.

INCOME APPROACH Whole: ☐ Part to be Acquired: ☐ Remainder After: ☒

Potential Gross Income	.....		$ -		N/A
Vacancy	%		$ -		$ -
Effective Gross Income	.....				$ -
Expenses:					$ -
Fixed Taxes.....			$ -		$ -
Insurance.....			$ -		$ -
Variable Management.....			$ -		$ -
Other	.....		$ -		$ -
	.....		$ -		$ -
	.....		$ -		$ -
Total Expenses	.....				N/A
Net Operating Income	.....				$ -
Income Capitalized @	0	%	.....		$ -
Plus: Value of Excess Land (if any)			.....		$ -
			.....		$ -
Estimated Value By Income Approach			.....		N/A

The Income Approach to value was not required for the remainder after as the tract is a vacant tract of land. Therefore, a Cost Approach to value which utilizing the Sales Comparison Approach as vacant, was the most accurate method to determine the value of the whole (economic unit). Therefore, the Income Approach (As Improved) to market value was not considered an applicable method for determining market value of the remainder after.

Explanation of Damages:
No diminution or damages are assessed for the remainder after as the part to be acquired does not encumber the remainder property in a manner that alters the overall site utility and functional utility of the remainder after.

Explanation of Cost To Cure (If any):
No cost to cure is indicated for the subject as the subject is a vacant tract of land. No site improvements were indicated to be relocated on-site in the remainder after.

COMPENSATION SUMMARY

WHOLE PROPERTY

The market value of the whole property is $ 250,000

PART TO BE ACQUIRED

Considered as severed land, the fee simple title to the part being acquired for highway purposes (less oil, gas and sulphur and subject if any, which are not to be extinguished) $ 96,400

REMAINING PROPERTY

The value of the remainder immediately before the taking is $ 153,600

Considering the uses to which the part taken is to be subjected to, the market value of the remainder immediately acquisition is $ 153,600

NET DAMAGES OR ENHANCEMENTS, (if any) $ -

ACCESS:

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 $

COST TO CURE $ -

TOTAL COMPENSATION **$ 96,400**

EXHIBITS

1. Certification
2. Assumptions & Limiting Conditions
3. Qualification of Appraiser
4. Certified Letter of Intent to Inspect & Tracking Data
5. Hidalgo County Appraisal District Data
6. 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 and Mike Navarro, Appraiser Trainee with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.

No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.

The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;

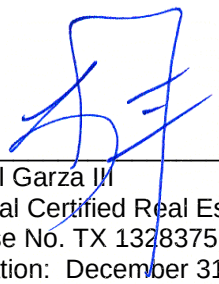
I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an Associate Member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation.

The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan

This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

"(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection,

“direct access” to the remainder after the state’s means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway”



Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General
Expiration: December 31, 2016

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

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.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

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.

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.

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.

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.

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.

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.

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.

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.

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. Possession of this report, or a copy thereof, does not carry with it the right of publication.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

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.

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.

Leonel Garza III

State Certified General Real Estate Appraiser

Company Bio

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. Leonel Garza III has been a Texas General Certified Real Estate Appraiser (License TX -1328373G) since 1998. Leonel Garza III was originally trained by Leonel Garza Jr., a well-respected Real Estate appraiser who had roughly 20 years of appraisal experience at the time of his passing in 1998. Leonel Garza Jr. & Associates was established thereafter, and Leonel Garza III has continued in the appraisal business. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Appraisal Work Experience

Banking Institutions

International Bank of Commerce, Inter National Bank, Lone Star National Bank, BBVA (Former Texas State Bank), Rio Bank, South Texas Community Bank, First National Bank, Frost Bank and others in the Rio Grande Valley and throughout Texas.

Government Institutions:

Local Government Agencies include various municipalities throughout Hidalgo, Cameron, Starr, Brooks and Webb County (Include but not limited to the Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco)

State Agencies include Texas Department of Transportation (TxDOT), Texas Attorney General's Office, and Texas Parks & Wildlife

Federal Agencies include the Federal Aviation Division and US Marshal Service.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats which are also utilized for LPA's (Local Participating Agencies). Leonel Garza III has undergone extensive training in this field of work over the past 13 years. He specializes in acquisitions concerning diminution of market value and or property bi-sections.

ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Over the course of this company's history, this division has produced well over 1,000 reports with the single largest project being an approximately 150 parcel project covering two counties. Counties of which ROW work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

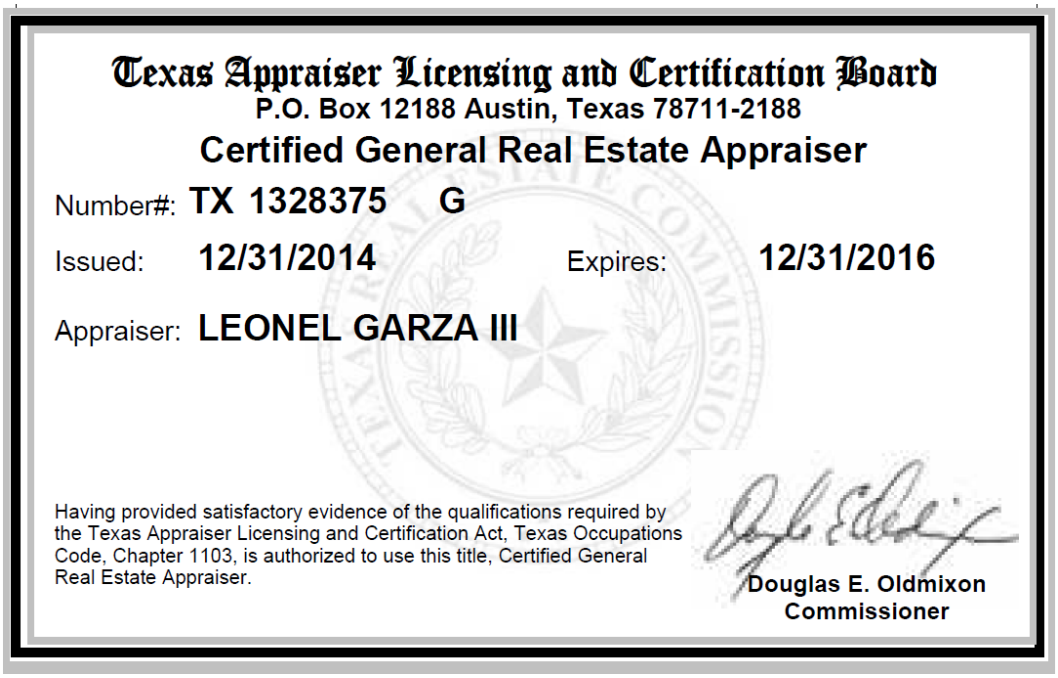
Education

Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2016 (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: **12/31/2014** Expires: **12/31/2016**

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

Professional Organizations

Associate Member of the Appraisal Institute
Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)
Designated as a Master Senior Appraiser 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)

Public Service

Chairman of the City of McAllen Planning and Zoning Board (Active Member)
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.

Chairman of the Hidalgo County Subdivision Advisory Board (Active Member)
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Chairman of the Hidalgo County Building Line of Adjustments (Active Member)
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.

Former Member of The McAllen Traffic Commission Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

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 2014, the club raised funds to provided dinners to 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals (ZBOA)
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.

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.

LETTER OF INSPECTION SENT TO 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

October 20, 2014

Project: "Peñitas Drainage Project"
Parcel 2A, 2B, 3A and 3B

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by the Hidalgo Urban County Program to appraise various properties along and area to be known as the "Peñitas Drainage Project" along US Expressway 83 / Interstate 2 within the City of Peñitas, Texas. This project is for the purpose of address current and future drainage issues in the area. Attached is a survey of the property to be acquired as provided by Urban County. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible. We would like to extend to you the opportunity to meet with our office in order to further explain the project and the purpose of the appraisal report. In the event written nor verbal permission is granted to enter the subject property. The inspection is to proceed off-site along existing road right of way or from adjoining tracts of which permission was granted. The extent of the inspection is to photograph and measure any improvements only. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295 or leonel3@garza-associates.com. The Hidalgo County Precinct No. 3 shall be negotiating the purchase of this portion of your property believed to be in the name of Mil Encinos Development LTD . Any information on recent sales in the area is appreciated in order to determine the current market value of the subject property.

If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper ownership identification can be performed. If you have any further questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

With this letter I request permission to perform an on-site inspection and photograph your property. 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. 3
Victor Gallardo, Co-Right of Way Agent
724 North Breyfogle, Mission, Texas 78574
Office (956) 585-4509

Leonel Garza Jr. & Associates LLC

CERTIFIED LETTER TRACKING INFORMATION

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

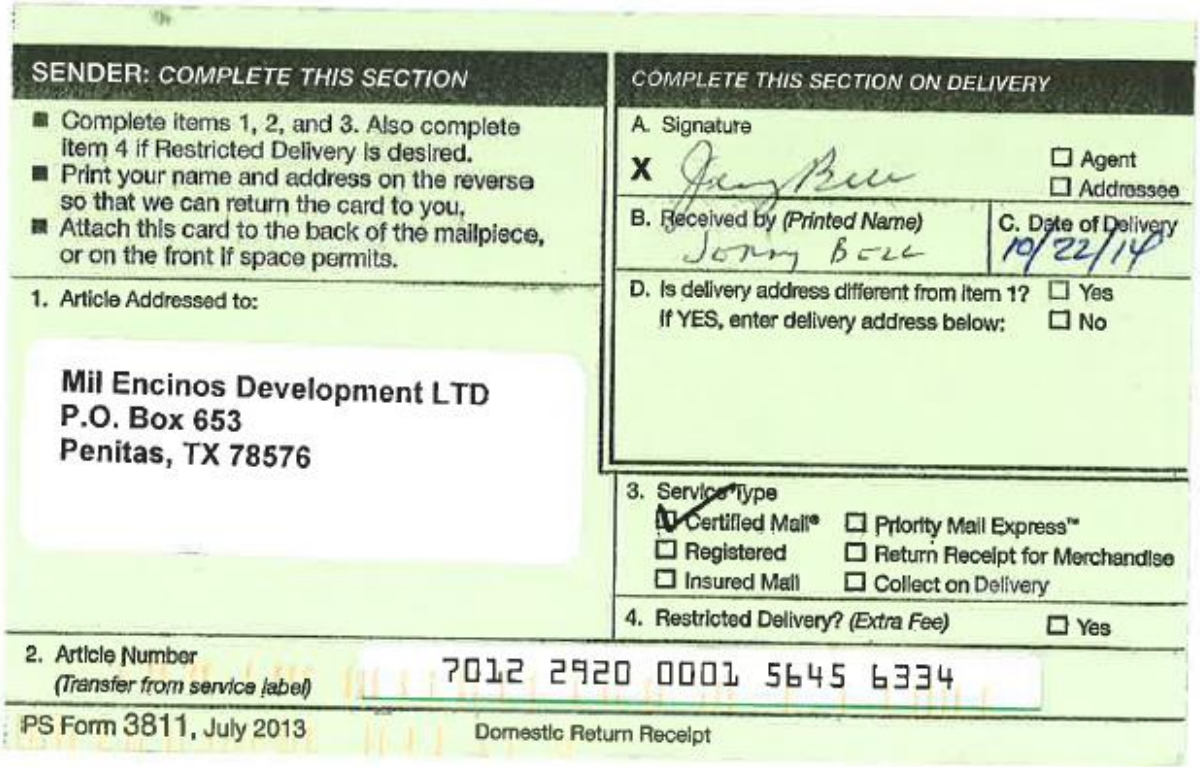
Postage $ Mail Pak
Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage
OCT 20 2014
Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

PS Form 3800,

7012 2920 0001 5645 6334



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:

Mil Encinos Development LTD
P.O. Box 653
Penitas, TX 78576

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Jerry Bell ☐ Agent ☐ Addressee

B. Received by (Printed Name) Jerry Bell
C. Date of Delivery 10/22/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7012 2920 0001 5645 6334

PS Form 3811, July 2013 Domestic Return Receipt

HIDALGO COUNTY APPRAISAL DISTRICT DATA

Hidalgo CAD

Property Search Results > 194459 MIL ENCINOS DEVELOPMENT LTD for Year 2014

Property

Account

Property ID:	194459	Legal Description:	HOMEVILLE A LT 224 5.00 AC
Geographic ID:	H4250-01-000-0224-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	GILES TX	Mapsco:	
Neighborhood:	HOMEVILLE A	Map ID:	
Neighborhood CD:	H425001		

Owner

Name:	MIL ENCINOS DEVELOPMENT LTD	Owner ID:	546639
Mailing Address:	PO BOX 653 PENITAS, TX 78576-0653	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$15,000	$2,235
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$15,000	
(–) Ag or Timber Use Value Reduction:	–	$12,765	
(=) Appraised Value:	=	$2,235	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$2,235	

Taxing Jurisdiction

Owner: MIL ENCINOS DEVELOPMENT LTD
% Ownership: 100.0000000000%
Total Value: $15,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$2,235	$2,235	$0.00
CPN	CITY OF PENITAS	0.434500	$2,235	$2,235	$9.71
DR1	DRAINAGE DISTRICT #1	0.095700	$2,235	$2,235	$2.14
GHD	HIDALGO COUNTY	0.590000	$2,235	$2,235	$13.19
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$2,235	$2,235	$0.00
JCC	SOUTH TEXAS COLLEGE	0.150000	$2,235	$2,235	$3.35
R01	ROAD DIST 01	0.000000	$2,235	$2,235	$0.00
SLJ	LA JOYA ISD	1.311000	$2,235	$2,235	$29.30
SST	SOUTH TEXAS SCHOOL	0.049200	$2,235	$2,235	$1.10

TCPN1	PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
THCPN	COUNTY - PENITAS TAX INCREMENT ZONE 1	0.000000	$2,235	$2,235	$0.00
	Total Tax Rate:	2.630400			
				Taxes w/Current Exemptions:	$58.79
				Taxes w/o Exemptions:	$58.79

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	5.0000	217800.00	0.00	0.00	$15,000	$2,235

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	$15,000	2,235	2,235	$0	$2,235
2013	$0	$15,000	2,140	2,140	$0	$2,140
2012	$0	$15,000	2,085	2,085	$0	$2,085
2011	$0	$45,000	2,005	2,005	$0	$2,005
2010	$0	$45,000	2,020	2,020	$0	$2,020
2009	$0	$45,000	2,095	2,095	$0	$2,095
2008	$0	$37,500	2,095	2,095	$0	$2,095
2007	$0	$37,500	1,995	1,995	$0	$1,995
2006	$0	$37,500	2,000	2,000	$0	$2,000
2005	$0	$37,500	2,020	2,020	$0	$2,020
2004	$0	$37,500	2,000	2,000	$0	$2,000
2003	$0	$37,500	1,995	1,995	$0	$1,995

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/9/2004 12:00:00 AM	WD	WARRANTY DEED	D & S BELL ENTERPF	MIL ENCINOS DEVEL			1295638
2	3/27/2003 12:00:00 AM	WD	WARRANTY DEED	BELL DUANE V	D & S BELL ENTERPF			1181932
3	2/27/2002 12:00:00 AM	WD	WARRANTY DEED	BELL GERALD E	BELL DUANE V			1055779

Leonel Garza Jr. & Associates LLC

Appraisal Services Questionnaire – Peñitas Drainage Project

October 20, 2014

The following information is required in order to expedite the completion of appraisal reports requested by the Hidalgo County Precinct No. 3. 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.** 2A, 2B, 3A & 3B
2. **Owner(s) of Record:** M/I Encinos Development, Ltd
3. **Who Is Authorized To Make Decisions For This Property?** Jerry Bell and/or Duane Bell
4. **Contact Numbers:** Jerry & Duane office 585-6482
5. **Mailing Address:** P.O. Box 653 Peñitas, TX 78576
6. **Date of Purchase:** transfered to Ltd. from Partner Jan 28, 2004
7. **Original Purchase Price of Property:** –
8. **Number of Acres (SF) Purchased:** –
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 We have appraisals for loan purposes and land sales
11. **Have There Been Any Recent Changes In Ownership In The Past Five Years?**
    ☐ Yes ☑ No
    Explain
12. **Are There Any Leases and or Pending Subdivisions?**
    (building leases, farming leases, re-platting, proposed subdivision ect.)
    ☐ Yes ☑ No
    Explain

13. Any Underground Site Improvements Along The Frontage Of The Subject Property?

☐ Yes ☑ No

Explain _____

14. Comments, Concerns or Special Request: _____

Please contact John Womack (956-624-2621), our business manager for further questions and negotiations of terms, price, etc.

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
contact John Womack 624-2621

If NO, do you acknowledge that the Appraiser has afforded you or representative the opportunity to inspect the subject property, but decline?

☐ Yes ☐ No

Note: Leonel Garza Jr. & Associates LLC shall be available during normal working hours to answer any questions or concerns you may have in the future. Please be sure to detach the business card attached which contains the contact information of Leonel Garza Jr. & Associates LLC.

Jerry Bell — **Authorized Signature**

10-27-14 — **Date**

Jerry Bell — **Print Name**

AI-49558 **Planning Department** **12. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Discussion regarding possible potable water issues in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 01:26 PM
Glinda Pacheco	Glinda Pacheco	05/01/2015 01:59 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Flor Castillo		Started On: 05/01/2015 01:03 PM
Final Approval Date: 05/01/2015		

AI-49424 **Planning Department** **12. B.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Cordoba Heights Subdivision – Pct. 1 (Kyndel W. Bennett)
b. California Apartments Subdivision – Pct. 3 (Francisco J. Alanis)
c. EVG Farms Subdivision – Pct. 4 (Edgar E. Gonzalez)
d. Caledonia Estates Subdivision, Ph. II – Pct. 4 (Ricardo R. Salinas Jr.)

2. Final Approval
a. Perez Acres Subdivision – Pct. 1 (Juan A. Perez)
b. Tamez and Garcia's Subdivision – Pct. 1 (Victor Tamez)

3. Final Approval with Financial Guarantee
a. Vegas Tower Ranches Subdivision – Pct. 4 (Richard A. Garza)
b. RSBR FM 1015 Subdivision – Pct. 1 (Ismael Castillo)
c. David Garza Subdivision – Pct. 3 (David Garza)

4. Reimbursement of Financial Guarantee
a. Las Estrellas Ph. 1 Subdivision – Pct. 3
b. Las Estrellas Ph. 2 Subdivision – Pct. 3
c. Las Estrellas Ph. 3 Subdivision – Pct. 3
d. Las Estrellas Ph. 4 Subdivision – Pct. 3
e. Ranchitos Escondidos Subdivision Ph. 1 – Pct. 4
f. Weslaco Manor Subdivision – Pct. 1
g. Vista Ridge Acres Ph.3 Subdivision – Pct. 1

5. Release of Letter of Credit/Replace with Cash Deposit
a. Venetian Ranches Subdivision – Pct. 4
b. Los Venados Ph. 2 Subdivision – Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Cordoba Heights
California Apartments
EVG Farms Subdivision
Caledonia Estates Ph. II
Perez Acres
Tamez and Garcia's
Vegas Tower Ranches
RSBR FM 1015
David Garza
Las Estrellas Ph. 1
Las Estrellas Ph. II
Las Estrellas Ph. III
Las Estrellas Ph. IV
Ranchitos Escondidos
Weslaco Manor
Vista Ridge Acres Ph. III
Venetian Ranches
Los Venados Ph. II

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/23/2015 08:11 AM
Glinda Pacheco	Glinda Pacheco	04/23/2015 10:31 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Flor Castillo		Started On: 04/22/2015 03:34 PM
Final Approval Date: 05/01/2015		

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T. J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **CORDOBA HEIGHTS** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER: **KK ENGINEERING** DEVELOPER: **KYNDEL W. BENNETT**

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

NUMBER OF LOTS: **94** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH AND SOUTH OF FERGUSON ROAD APPROXIMATELY ¾ MILE EAST OF VAL VERDE ROAD FM 1423**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-25-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **WILL BE PROVIDED BY A STORM DRAINAGE PIPE SYSTEM TO PROPOSED REGIONAL DETENTION PONDS LOCATED ON THE NORTH AND SOUTH SIDE OF THIS SUBDIVISION. THE REGIONAL DETENTION PONDS WILL THEN DISCHARGE TO EXISTING DONNA IRRIGATION DISTRICT H.C. NO. 1 DRAINAGE DITCHES.**

ROAD R.O.W. DEDICATION: **40.00 FEET TO FERGUSON ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **01-28-2015** By, **ROY GONZALEZ PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-16-2015** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTHSIDE OF FERGUSON ROAD**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-26-2015**: By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

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

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

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

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, Other departments and the approval of the City of* **DONNA.**
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

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

METES AND BOUNDS

A TRACT OF LAND CONTAINING 60.00 ACRES OF LAND, SITUATED IN THE CITY OF DONNA 2 MILE ETJ, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF BLOCK 196, AND ALL OF BLOCK 193 HILL–HALBERT SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 35, M.R., AND SAID 60.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON AN IRON ROD SET ON THE SOUTHWEST CORNER OF BLOCK 196, FOR THE SOUTHWEST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 00 32' 43" W, ALONG THE WEST LINE OF SAID BLOCK 196, AT A DISTANCE OF 1300.00 FEET PASS AN IRON ROD FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF FERGUSON ROAD, RECORDED IN VOLUME 1, PAGE 35, M.R., CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE NORTHWEST CORNER OF SAID BLOCK 196, THE SOUTHWEST CORNER OF SAID BLOCK 193 AND IN THE RIGHT–OF–WAY OF SAID FERGUSON ROAD, FOR A CORNER OF THIS TRACT;

THENCE, N 00 32' 43" W, ALONG THE WEST LINE OF SAID BLOCK 193, AT A DISTANCE OF 20.00 FEET PASS AN IRON ROD SET ON THE NORTH RIGHT–OF–WAY LINE OF SAID FERGUSON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 193, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 89 27' 17" E, ALONG THE NORTH LINE OF SAID BLOCK 193, A DISTANCE OF 1320.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 193, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 00 32' 43" E, ALONG THE EAST LINE OF SAID BLOCK 193, AT A DISTANCE OF 1300.00 FEET PASS AN IRON ROD SET ON THE NORTH RIGHT–OF–WAY LINE OF SAID FERGUSON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO AN IRON ROD SET IN THE RIGHT–OF–WAY OF SAID FERGUSON ROAD AND THE SOUTHEAST CORNER OF SAID BLOCK 193, FOR THE MOST NORTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89 27' 17" W, ALONG THE NORTH LINE OF SAID BLOCK 196, THE SOUTH LINE OF SAID BLOCK 193 AND THE RIGHT–OF–WAY OF SAID FERGUSON ROAD, A DISTANCE OF 660.00 FEET TO AN IRON ROD FOUND ON THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED TO HERNAN E. RODRIGUEZ, RECORDED IN VOLUME 1337, PAGE 633, D.R., FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 00 32' 43" E, ALONG THE WEST LINE OF SAID RODRIGUEZ TRACT OF LAND, AT A DISTANCE OF 20.00 FEET PASS AN IRON ROD SET ON THE SOUTH RIGHT–OF–WAY LINE OF SAID FERGUSON ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO AN IRON ROD SET ON THE SOUTHWEST CORNER OF SAID RODRIGUEZ TRACT OF LAND AND THE SOUTH LINE OF SAID BLOCK 196, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 89 27' 17" W, ALONG THE SOUTH LINE OF SAID BLOCK 196, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING, CONTAINING 60.00 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

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

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

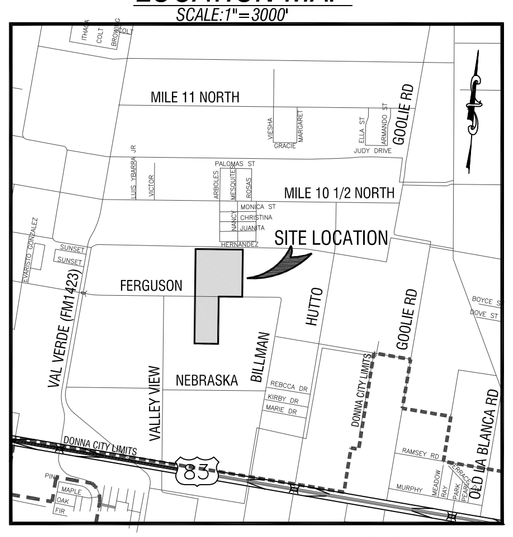
THE COUNTY OF HIDALGO TEXAS

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

LOCATION MAP

SCALE:1"=3000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

CORDOBA HEIGHTS IS LOCATED ON BOTH THE NORTH AND THE SOUTH SIDES OF FERGUSON ROAD, APPROXIMATE ¾ MILES EAST OF VAL VERDE ROAD (F.M 1423). THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

INDEX TO SHEETS OF AS CORDOBA HEIGHTS SUBDIVISION	
SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; 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; DONNA IRRIGATION DISTRICT AND HCHD. REVISION NOTES,
SHEET 2	PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION, AND ENGINEER'S CERTIFICATION;
SHEET 3	WATER DISTRIBUTION AND SANITARY SEWER MAP; 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, OFFSITE WATER LINE DESIGN.
SHEET 4	MAP OF TOPOGRAPHY AND PAVING AND DRAINAGE, AND ENGINEER'S CERTIFICATION AND DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT;
SHEET 5	PAVING AND DRAINAGE CONSTRUCTION DETAILS AND TYPICAL WATER DISTRIBUTION SERVICE CONNECTION DETAIL

LEGEND	
△	C.P.S FOUND
●	1/2" I.R. SET
○	1/2" IRON ROD FOUND

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F–1334)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630–2125 FAX (956) 630–2219

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETTE–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

SHEET 1 OF 5

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

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 CORDOBA 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

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
	40.00 FEET IF FRONTING FERGUSON RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 1, 37, 38, 70, 71 AND 94
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 36 AND LOTS 39 THROUGH 69 AND LOTS 72 THROUGH 93. (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. 88.28 (NAVD 1988) TOP OF SPINDEL LOCATED ON THE CENTER LINE OF FERGUSON ROAD ON THE WEST LINE OF THIS SUBDIVISION DEVELOPMENT. REFER TO PLAT

–>B.M. NO. 2–ELEV. 82.80 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHEAST CORNER OF LOT 27. REFER TO PLAT

–>B.M. NO. 3–ELEV. 86.95 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT 59. 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 90,596.00 CUBIC–FEET (2.08 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.4 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 ASSORPTIVE 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 CORDOBA 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.3 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. LOTS 1, 37, 38, 70, 71, AND 94 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO FERGUSON ROAD, UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE THE LOT OWNER SHALL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS AND MUST COMPLY WITH THE HIDALGO COUNTY PLANNING DEPARTMENT SITE PLAN REVIEW AS PER PLAT NOTE NO.11.

17. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

18. 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.

19. 4' CITY STANDARD SIDEWALK MUST BE PROVIDED BY LOT OWNER AT THE TIME OF BUILDING PERMIT AS REQUIRED BY THE CITY.

20. DEVELOPER MUST INSTALL STREET LIGHTINGS AS PART OF THE SUBDIVISION DEVELOPMENT, AT THIS TIME AS REQUIRED BY THE CITY.

PLAT OF CORDOBA HEIGHTS SUBDIVISION

60.00 ACRES OF LAND, SITUATED IN THE, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF BLOCK 196, AND ALL OF BLOCK 193 HILL–HALBERT SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 35, M.R.,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANUARY, 2015

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

CORDOBA HEIGHTS RGV, L.P., AS OWNER OF THE 60.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CORDOBA 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
CORDOBA 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 DONNA IRRIGATION DISTRICT No. 1 ON THIS, THE_____DAY OF_____, 201___.

_____ 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 CORDOBA HEIGHTS SUBDIVISION WAS REVIEWED AND APROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____, _____.

_____ _____.
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

PIQUITO DE ORO SUBDIVISION
VOL. 22 PG. 124

150.00'
CANAL R.O.W.
DONNA IRRIGATION DISTRICT No.1
VOL.103, PG.592

50.00' DONNA IRRIGATION DISTRICT H.C #1
ADDITIONAL R.O.W. BY THIS PLAT

N.W.C
BLOCK 193
PROPERTY CORNER FALL
INSIDE DRAIN DITCH

N 89°27'17" E

1320.00'

N.E.C
BLOCK 193
PROPERTY CORNER FALL
INSIDE DRAIN DITCH

80.00' TRANSMISSION LINE
EASEMENT DOC.#2019473

168.75' 145.00' 109.00' 84.50' 84.50' 169.00' 84.50' 109.00' 145.00' 168.75'

15.00' UTILITY EASEMENT

REGIONAL DETENTION
EASEMENT DEDICATED TO
HCDD#1 BY THIS PLAT
43,771.00 SF
1.00 AC

23 27,228 SF 0.63 AC
22 21,814 SF 0.50 AC
21 21,891 SF 0.50 AC
20 21,886 SF 0.50 AC
19 21,886 SF 0.50 AC
18 21,886 SF 0.50 AC
17 21,891 SF 0.50 AC
16 21,814 SF 0.50 AC
15 27,228 SF 0.63 AC
24 29,978 SF 0.69 AC
14 29,978 SF 0.69 AC
25 21,797 SF 0.50 AC
13 21,797 SF 0.50 AC
26 21,797 SF 0.50 AC
12 21,797 SF 0.50 AC
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91 21,900 SF 0.50 AC
92 21,900 SF 0.50 AC
93 21,900 SF 0.50 AC
94 27,720 SF 0.64 AC

CORDOBA CIRCLE (N)
634.00'
50.00'
R.O.W.

15.00' DRAINAGE EASEMENT

BM#2

80.00' TRANSMISSION LINE
EASEMENT DOC.#2019473

20.00' UTILITY EASEMENT

CORDOBA CIRCLE (W)
986.00'

CORDOBA CIRCLE (E)
986.00'

50.00'
R.O.W.

CORDOBA DRIVE

BM#3

52.00' DONNA IRRIGATION
DISTRICT H.C. #1
DITCH R.O.W BY THIS PLAT

BLOCK 192
HILL HALBERT SUBDIVISION
VOL. 1, PAGE 35
MAP RECORDS
BILLY ANTONIO SHELTON and wife
HILDA S. SHELTON
DOCUMENT No. 1302842
DEED RECORDS

BLOCK 194
HILL HALBERT SUBDIVISION
VOL. 1, PAGE 35
MAP RECORDS
MARGARITO ZAMORANO, III
DOCUMENT No. 2228331
DEED RECORDS

BLOCK 196
HERNAN E. RODRIGUEZ et ux
VOL. 1337, PAGE 633
DEED RECORDS

BLOCK 197
HILL HALBERT SUBDIVISION
VOL. 1, PAGE 35
MAP RECORDS
BARBARA LOUISE DAVIS
DOCUMENT No. 2432276
DEED RECORDS

CARLOS DE LEON and
ANA B. DE LEON
DOCUMENT No. 2102820
DEED RECORDS

RAMON G. RIVERA and
wife IGNACIA RIVERA
VOL. 1442, PAGE 421
DEED RECORDS

RENDA LYNN RIVERA
DOCUMENT No. 433615
DEED RECORDS

HOMERO ALVAREZ
DOCUMENT No. 1286261
DEED RECORDS

1320.00'

N 00°32'43" W

S 00°32'43" E

S 89°27'17" W 660.00'

20.00' FUTURE ADDITIONAL R.O.W.

40.00' EXISTING R.O.W.

20.00

20.00' ADDITIONAL ROAD R.O.W. BY THIS PLAT

℄ FERGUSON ROAD

15.00' N.A.W.S.C. EXCLUSIVE EASEMENT BY THIS PLAT

20.00' DRAINAGE PIPE EASEMENT VL.1532 PG.457

15.00' N.A.W.S.C EXCLUSIVE EASEMETN DOC.#_____

BM#1
S.W.C
BLOCK 193

S.E.C
BLOCK 193

P.O.B.
S.W.C
BLK 196

75.00' DRAIN DITCH R.O.W.
VOL.33 PG.128

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	52.51'	50.00'	60°10'21"	S 24°03'27" W	50.13'
B	52.14'	50.00'	59°45'11"	S 35°54'19" E	49.81'
C	53.42'	50.00'	61°13'13"	N 83°36'29" E	50.92'
D	53.42'	50.00'	61°13'13"	S 66°27'59" E	50.92'
E	52.14'	50.00'	59°45'11"	N 53°02'49" E	49.81'
F	53.51'	50.00'	60°10'21"	N 06°54'57" W	50.13'
G	53.42'	50.00'	61°13'13"	S 66°27'59" E	50.92'
H	52.14'	50.00'	59°45'11"	N 53°02'49" E	49.81'
I	53.51'	50.00'	60°10'21"	N 06°54'57" W	50.13'
J	53.42'	50.00'	61°13'13"	N 83°36'29" E	50.92'
K	53.42'	50.00'	61°13'13"	S 66°27'59" E	50.92'
L	52.14'	50.00'	59°45'11"	N 53°02'49" E	49.81'
M	53.51'	50.00'	60°10'21"	N 06°54'57" W	50.13'
N	53.42'	50.00'	61°13'13"	S 66°27'59" E	50.92'
O	52.14'	50.00'	59°45'11"	N 53°02'49" E	49.81'
P	53.51'	50.00'	60°10'21"	N 06°54'57" W	50.13'
Q	53.51'	50.00'	60°10'21"	N 06°54'57" W	50.13'

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 CORDOBA 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
JOSE MARIO GONZALEZ
5571
REGISTERED
PROFESSIONAL SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO 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

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT LA VICTORIA SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH

DATED THIS _____ DAY OF _____ 20___.
COMMISSION.

ATTEST: _____ BY: _____
SECRETARY CHAIRMAN PLANNING COMMISSION

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

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was received and approved by the city Council of the City of _____ on _____, ____.

_____ _____
Mayor of the City of DONNA Date

ATTEST: _____
Secretary of the City of DONNA Date

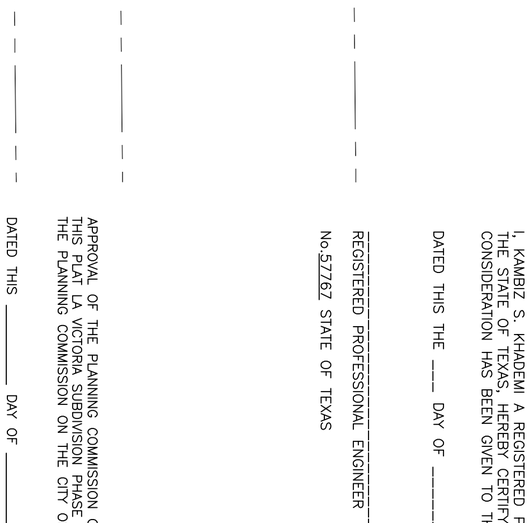
THE COUNTY OF HIDALGO, TEXAS

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

CORDOBA HEIGHTS IS LOCATED ON BOTH THE NORTH AND THE SOUTH SIDES OF FERGUSON ROAD, APPROXIMATE ¾ MILES EAST OF VAL VERDE ROAD (F.M 1423), THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DONNA UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL



LOCATION MAP
SCALE: 1"= 3000'

PLAT & LOT DESIGN

CORDOBA HEIGHTS, L.P.

60.00 ACRES OF LAND, SITUATED IN THE HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF BLOCK 196, AND ALL OF BLOCK 193 HILL–HALBERT SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 35, M.R.,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANUARY, 2015

PLAT OF CORDOBA HEIGHTS SUBDIVISION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 ON JANUARY/2015

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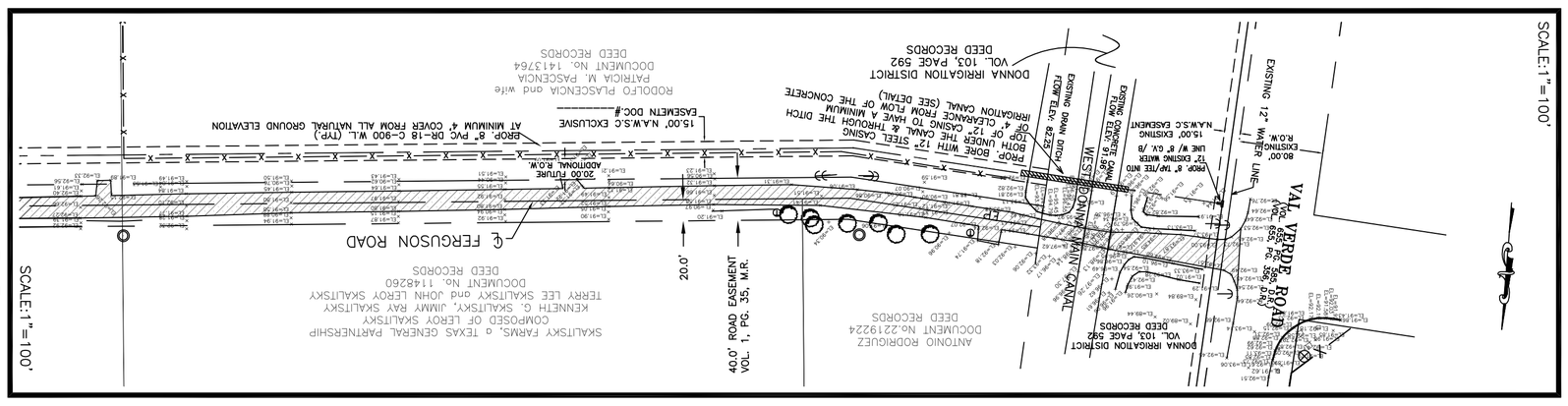
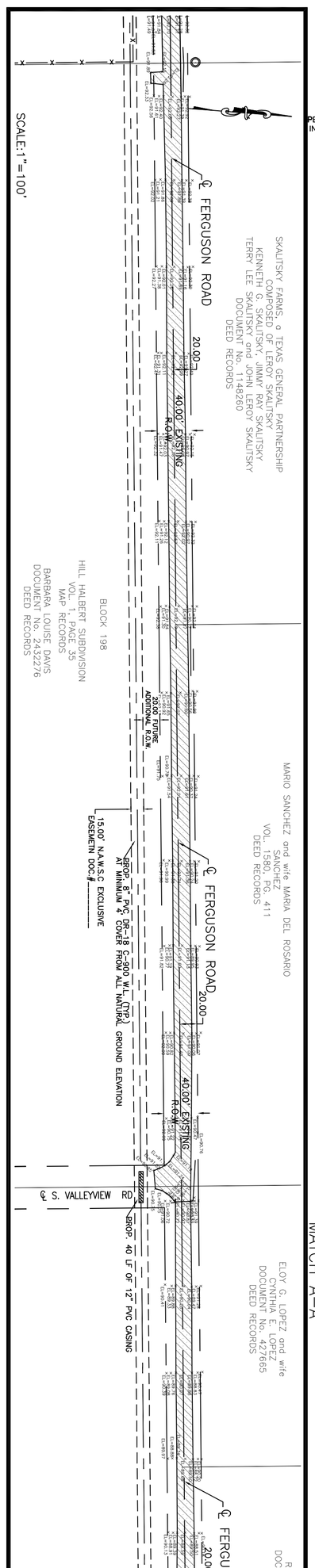
STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

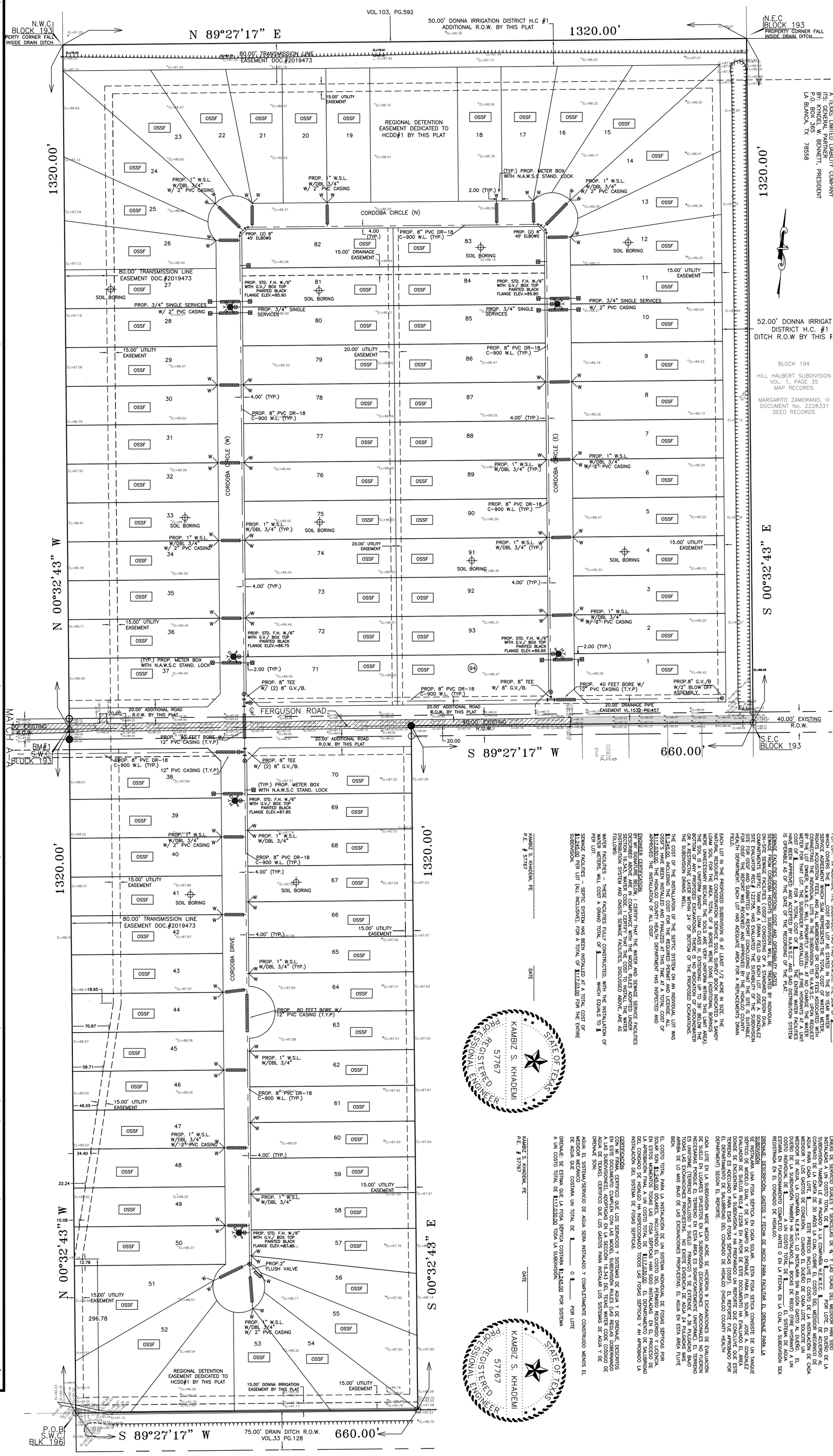
DRAWING DATE:	JANUARY, 2015
RELEASE DATE:	
DESIGNED BY:	K.K.
DRAWN BY:	F.D.
CHECKED BY:	K.K.
UPDATED DWG. BY:	
SCALE:	1"= 100'

REVISION	DATE	BY

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







ASUBDIVIDER 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 CORDOBA 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:
CORDOBA 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 565
LA BLANCA, TX 78558

DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____, 20____.

NOTARY PUBLIC _____
MY COMSTUART EXPIRES _____

CONSTRUCTION COST ESTIMATE:	
1-WATER:	$
2-OSSF:	$
3-PAVING:	$117,030.00
4-DRAINAGES:	$
TOTAL:	$

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY DESCRIPTION, COST AND OPERABILITY DATE:
CORDOBA 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. SUPPLY CORP. (N.A.W.S.C). EI 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 CALIDAD Y CANTIDAD DEL AGUA DISPONIBLE. EL DUEÑO HA PROVISTO DOCUMENTACIÓN SUFICIENTE PARA ESTABLECER LOS COSTOS A LARGO PLAZO PARA EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LÍNEA DE 2" A LADO ESTE DE LA CALLE FERGUSON LOCALISADA DENTRO DE UN DERECHO DE PASO DE 15 PIES QUE LE PERTENESE A N.A.W.S.C. DE ESTA LINEA DE 12 PULGADAS EL DUEÑO DE LA SUBDIVISION INSTALARA UNA LÍNEA NUEVA DE 8 PULGADAS CUAL SERA EXTENDIDA ATRAVES DE UN DERECHO DE ABASTESER AL TRAXIONAMIENTO QUE SE PROPONE DESARROLLAR DE CORDOBA HEIGHTS ESTA NUEVA LÍNEA DE 8 PULGADAS SE INSTALARA UNA NUEVA LÍNEA DE 8 PULGADAS QUE CORRERA A LADO SUR POR EL DERECHO DE VÍA DE LA CALLE CORDOBA DRIVE TERMINANDO EN UNA NUEVA LÍNEA DE 8 PULGADAS QUE CORRERA A LADO NORTE POR EL CENTRO DE LOS DERECHO DE PASO DE LAS CALLES CORDOBA CIRCLES Y POR EL LADO NORTE DE LA CALLE FERGUSON. LA LINEA DE 8 PULGADAS INSTALADA AL LADO NORTE DE LA CALLE EXTENDIA CON DIRECCION ESTE DENTRO DE UN DERECHO DE PASO DEDICADO A N.A.W.S.C TERMINANDO CON UNA VARGULA DE ESCAPE DE 2 PULGADAS.

DISTRIBUCIÓN DE AGUA PARA CORDOBA HEIGHTS SUBDIVISIÓN CONSISTE EN DIES OCHO (18) LINEAS DE ¾" SERVICIO SENCILLO Y TREINTA Y OCHO (38) LINEAS DE 1" DIAMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR. LAS INSTALADAS TIENEN COSTO TOTAL DE $_____ O $_____ POR LOTE. EL DUEÑO HA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑIA N.E.W.S.C. $_____ POR LOTE 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 COMPAÑIA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL COSTO INDIVIDUAL DE $_____ PARA UN COSTO TOTAL DE $_____ POR LOTE. LA CONEXIÓN 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 SÉTICA 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 9 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 UNA LLANURA COSTERA CON SUELOS FRANCO ARCILLOSOS A ARCILLOSOS. LAS EXCAVACIONES PROPUESTAS EXISTENTE AGUA A 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 $1,245.00. DÁNSE LOS DETALLES DEL PERMISO REQUERIDO Y LOS COSTOS EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $117,030.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SÉPTICAS.

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO
DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,245.00 POR SISTEMA A UN COSTO TOTAL DE $117,030.00 TODA LA SUBDIVISIÓN.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM CORDOBA HEIGHTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL SEPTIC TANK AND DRAIN FIELD SYSTEMS WITH SUBSURFACE DISPOSAL IN SUITABLE SOIL 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.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM CORDOBA HEIGHTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL SEPTIC TANK AND DRAIN FIELD SYSTEMS WITH SUBSURFACE DISPOSAL IN SUITABLE SOIL 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.

ENGINEER CERTIFICATION:
FOR SUBDIVISION PLATS AND SUBDIVISION CONSTRUCTION PLANS WITH SEWAGE 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 $1,245.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $117,030.00 FOR THE ENTIRE SUBDIVISION.

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE _____

PROFESSIONAL ENGINEER — KAMBIZ S. KHADEMI — 57767 — STATE OF TEXAS

KAMBIZ S. KHADEMI, PE
P.E. # 57767

DATE _____

PROFESSIONAL ENGINEER — KAMBIZ S. KHADEMI — 57767 — STATE OF TEXAS

PLAT OF CORDOBA HEIGHTS SUBDIVISION

EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

CORDOBA HEIGHTS, L.P.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI P.E. 57767 ON JANUARY/2015. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

REVISION	DATE	BY

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

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

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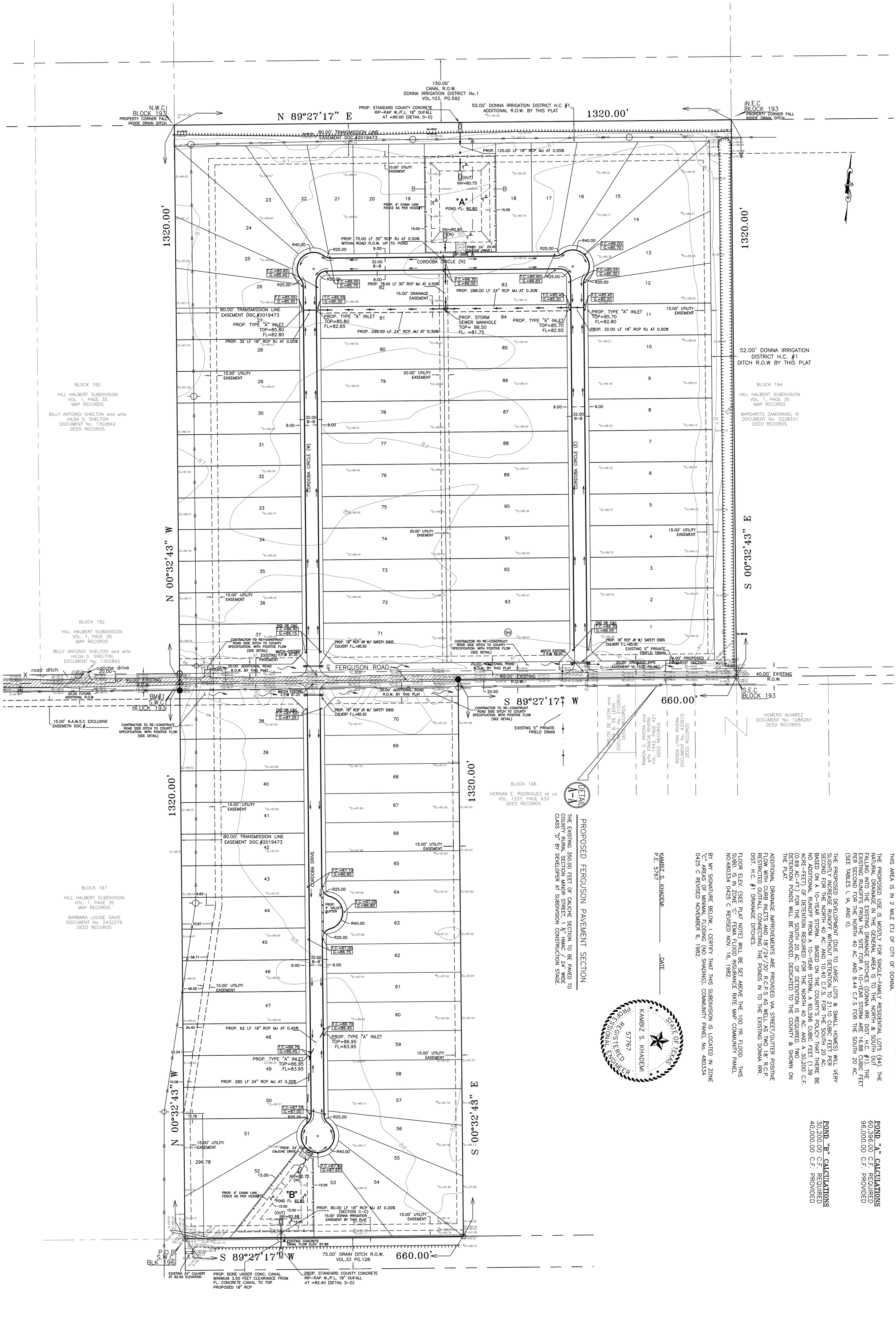
File Name: SEPTIC & WATER

SHEET 3 OF 5



SHEET 4 OF 5

File Name: PAVING & DRAINAGE

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EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

CORDOBA HEIGHTS, L.P.

PLAT OF CORDOBA HEIGHTS SUBDIVISION

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 JANUARY/2015. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

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UPDATED DWG. BY:
SCALE: 1"= 100'

REVISION	DATE	BY

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 DETAILS FOR WATER, PAVING AND DRAINAGE

CORDOBA HEIGHTS SUBDIVISION

CORDOBA HEIGHTS SUBDIVISION

HIDALGO COUNTY
Pct. 1

K K Engineering Consultant
GENERAL, PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #--1334)
McALLEN, TEXAS 78502 (956) 630-2125
FAX (956) 630-2219
410 E. 30TH
P.O. BOX 3422

BY	DATE	REVISION

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 200'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHABDIL S. KHADEMI, P.E. 57767 JANUARY/2015

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TYP. DETAIL & CROSS SECTIONS

SHEET C7 OF C7

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR D-3 AND D-4 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE TRENCH BOTTOM.
4. THE ABOVE RECOMMENDATIONS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
5. THE ABOVE RECOMMENDATIONS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

A. BEDDING FOR RCP CLASS III. HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC TO FLOW OF RCP (MIN. CORRUGATED THICKNESS = 6") - PIT RUN GRAVEL 1" MAX SIZE.

B. HAUNCH FOR RCP CLASS III. HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP COMPACTED TO 92% S.P.D. 8", LOOSE LIFTS. MECHANICAL COMPACTION. BACKFILL MATERIAL

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS. PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS. - SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (ASSHTO M145) COMPACTED TO 92% S.P.D. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II MATERIAL AS PER ASTM D2321 COMPACTED TO 92% S.P.D. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

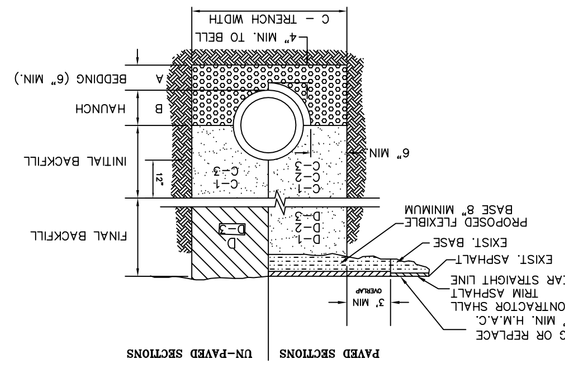
D-1 FINAL BACKFILL FOR RCP CLASS III. HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS - SHALL BE CLASS I, II, III OR IV. MATERIAL AS PER ASTM D2321 COMPACTED TO 92% S.P.D. (12" LOOSE LIFTS. MECHANICAL COMPACTION).

D-2 FINAL BACKFILL FOR RCP CLASS III. HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

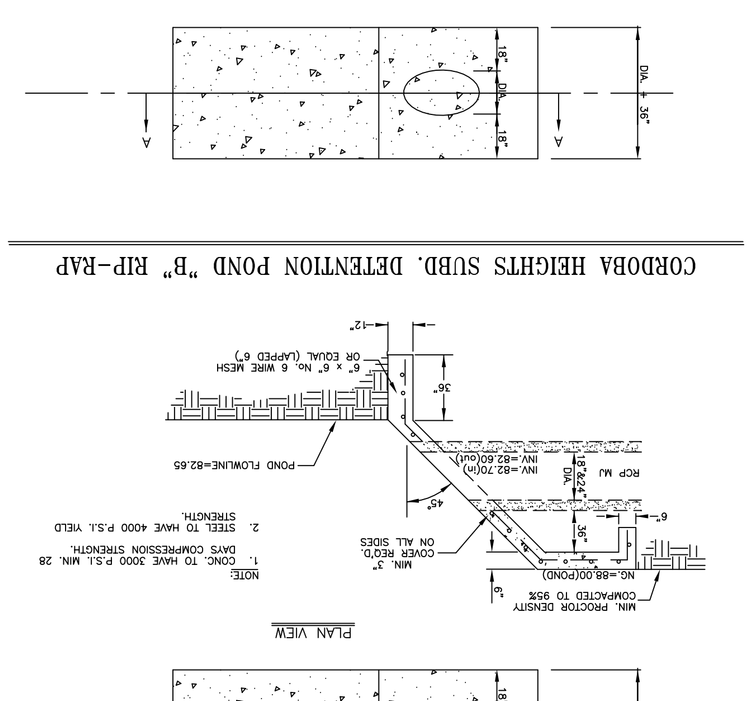
D-3 FINAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED STABILIZED DRAIN PIPE ON STATE MAINTAINED ROADWAYS - COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

D-4 FINAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS. SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (ASSHTO M145) COMPACTED TO 92% S.P.D. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

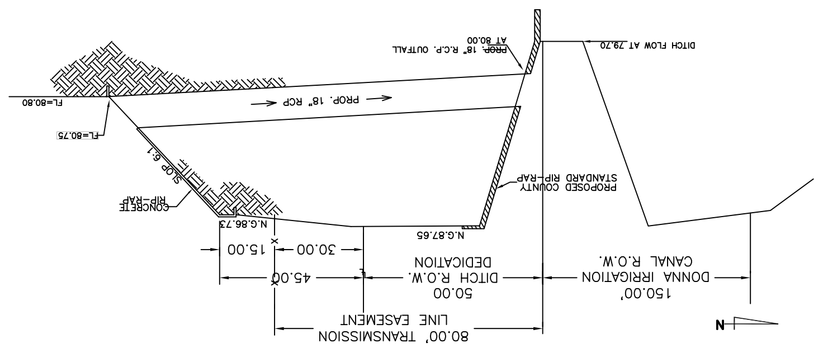
STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S



CORDOBA HEIGHTS SUBD. DETENTION POND "B" RIP-RAP



SOUTH DITCH OUTFALL FROM POND 'A' CROSS SECTION DETAIL
N.T.S.



UTH DITCH OUTFALL FROM POND 'B' CROSS SECTION DETAIL
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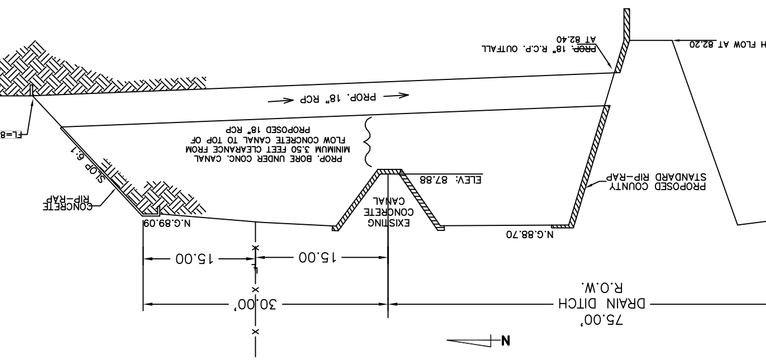
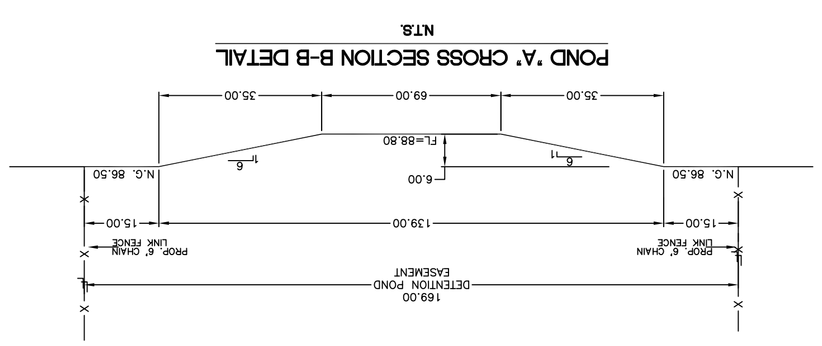
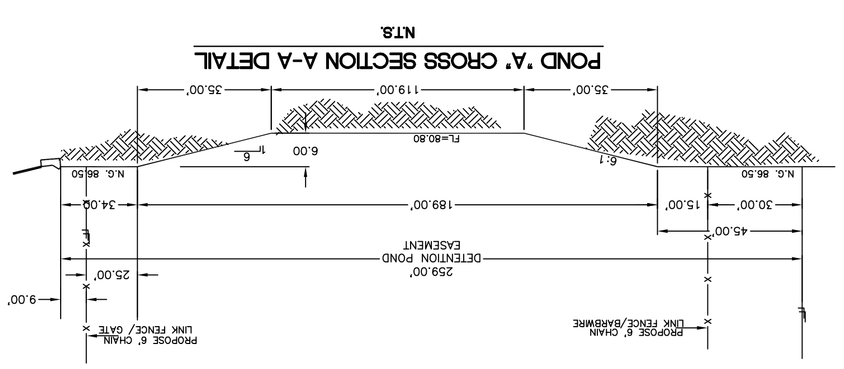


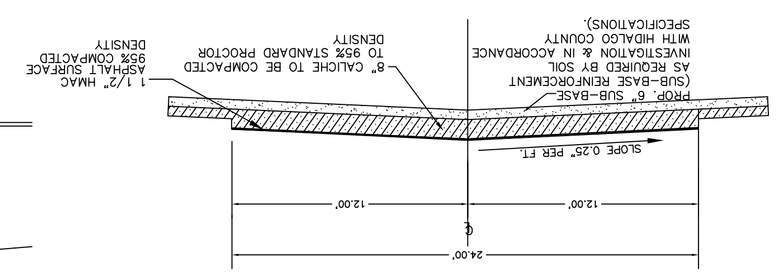
POND 'A' CROSS SECTION B-B DETAIL
N.T.S.



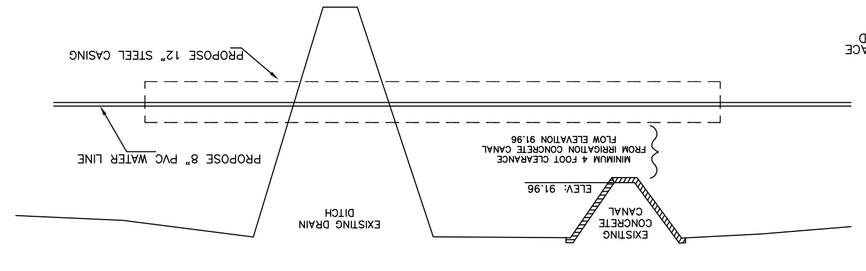
POND 'A' CROSS SECTION A-A DETAIL
N.T.S.



PROP. FERGUSON STREET PAVEMENT SECTION
DETAIL A-A

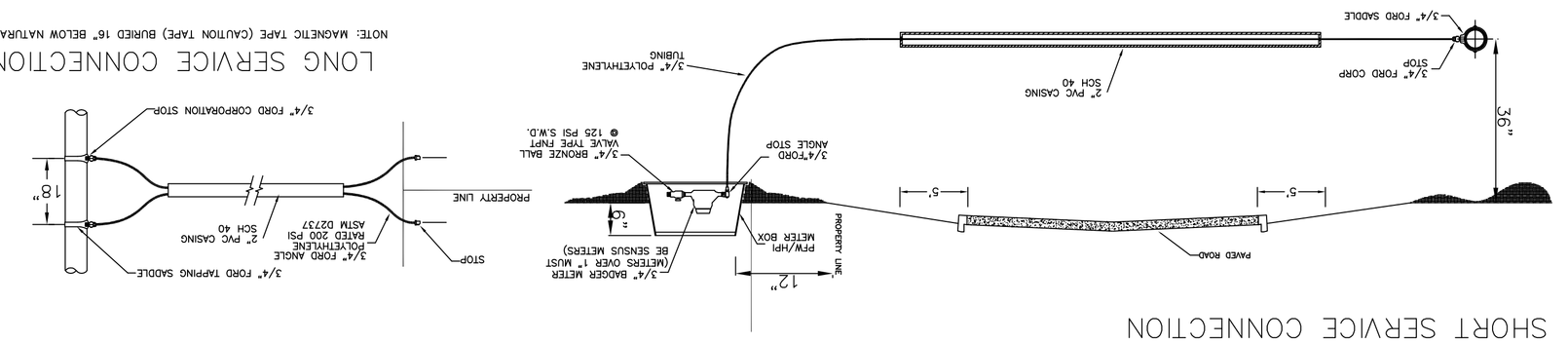


PROPOSE 8" PVC WATER LINE WITHIN 12' STEEL CASING CROSSING SECTION
N.T.S.

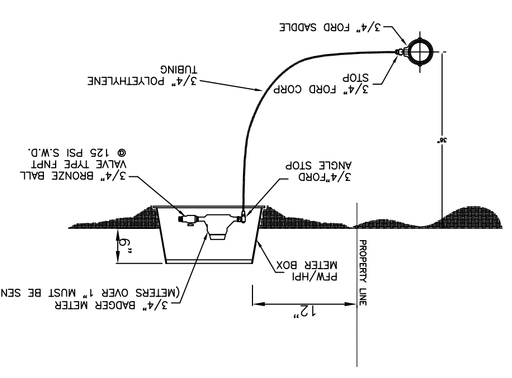


NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD

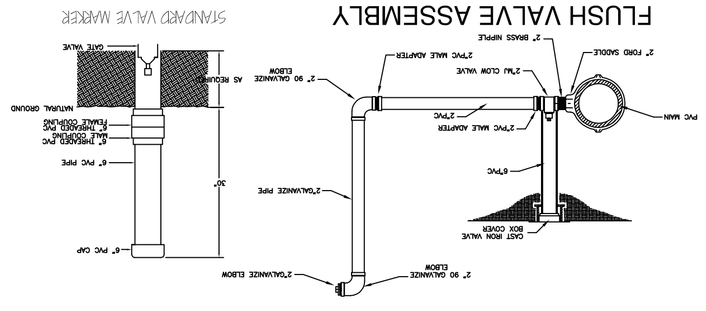
LONG SERVICE CONNECTION



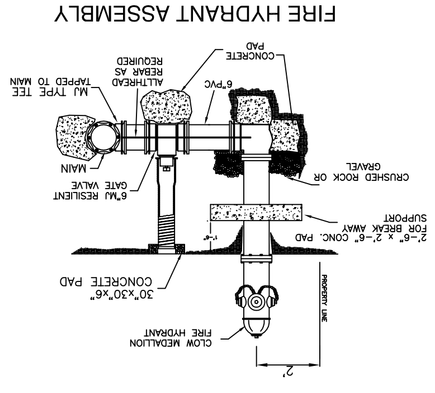
SHORT SERVICE CONNECTION



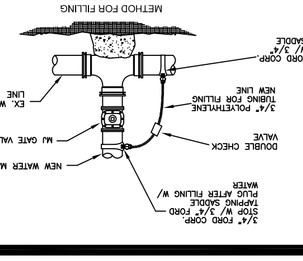
FLUSH VALVE ASSEMBLY



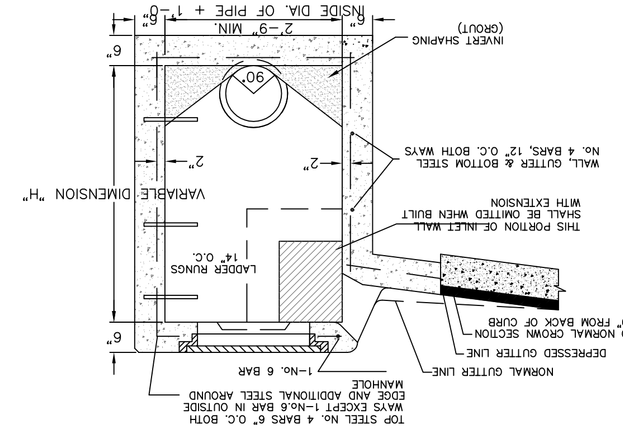
FIRE HYDRANT ASSEMBLY



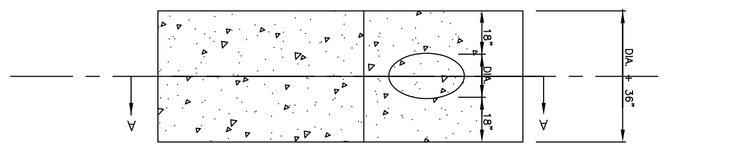
METHOD FOR FILLING NEW WATER LINES



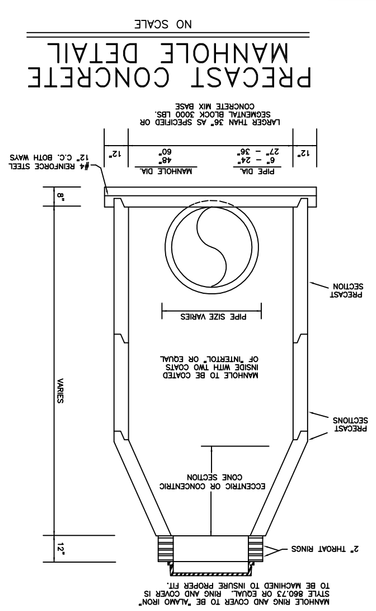
CURB INLET TYPE "A"



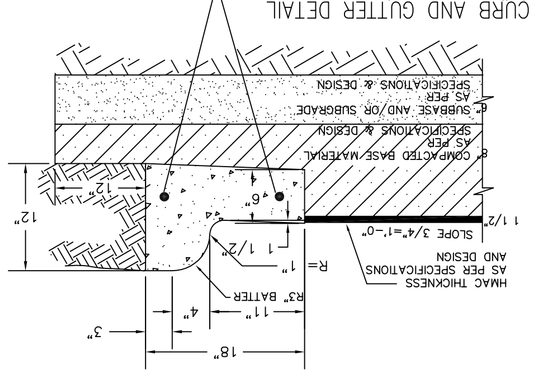
PLAN VIEW



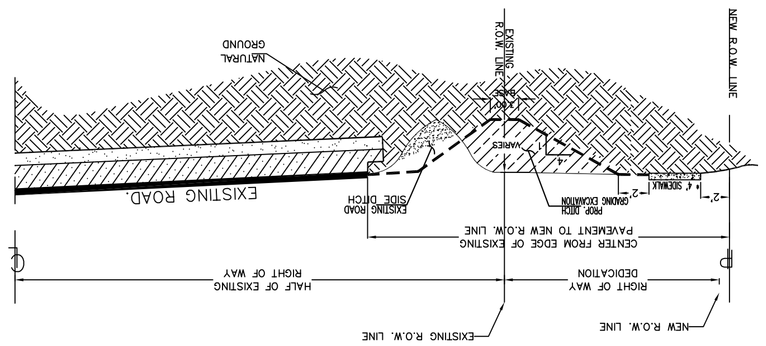
PRECAST CONCRETE MANHOLE DETAIL
NO SCALE



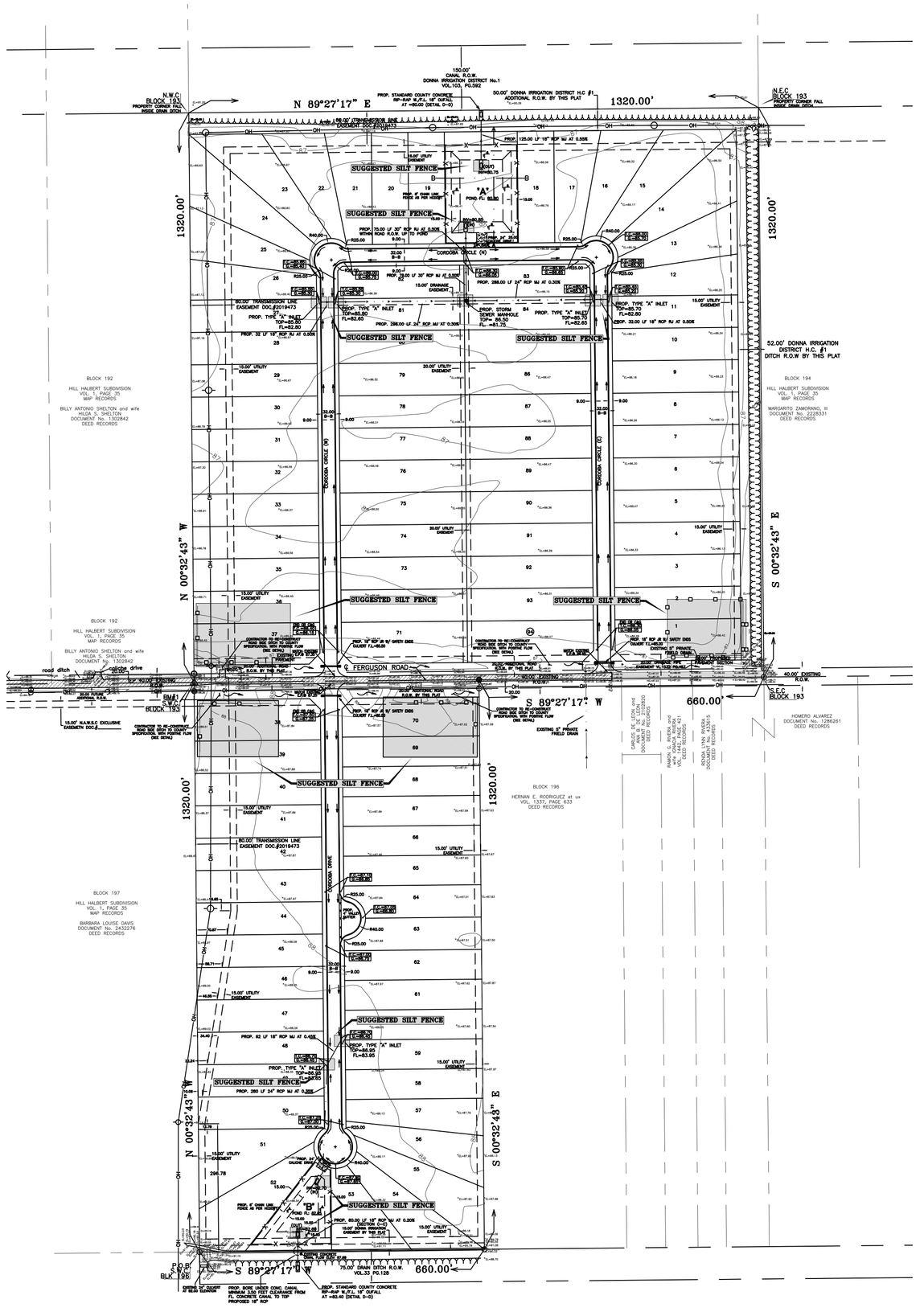
CURB AND GUTTER DETAIL
(3" ROLLOVER)
N.T.S



RECONSTRUCTION OF ROAD SIDE DITCH WITH SIDEWALK TO BE LOCATED WHEN REQUIRED.


NEW R.O.W. LINE
EXISTING ROAD
NATURAL GROUND
EXISTING R.O.W. LINE
EXISTING ROAD SIDE DITCH
PROP. 4" CONC. SIDEWALK
4" SIDEWALK
4" SIDEWALK
4"

SCALE:1"=200'



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.

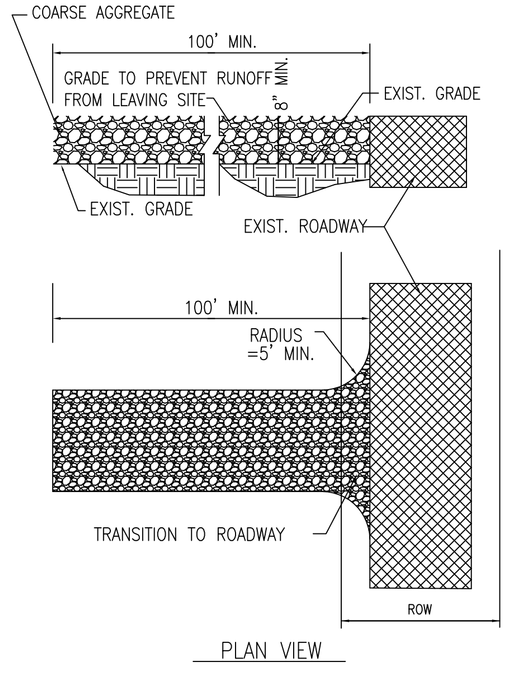
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

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.

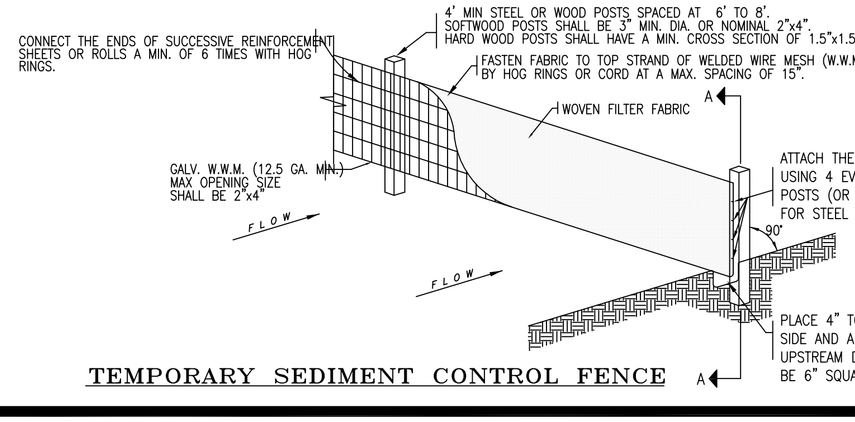
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



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.

STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)



TEMPORARY SEDIMENT CONTROL FENCE

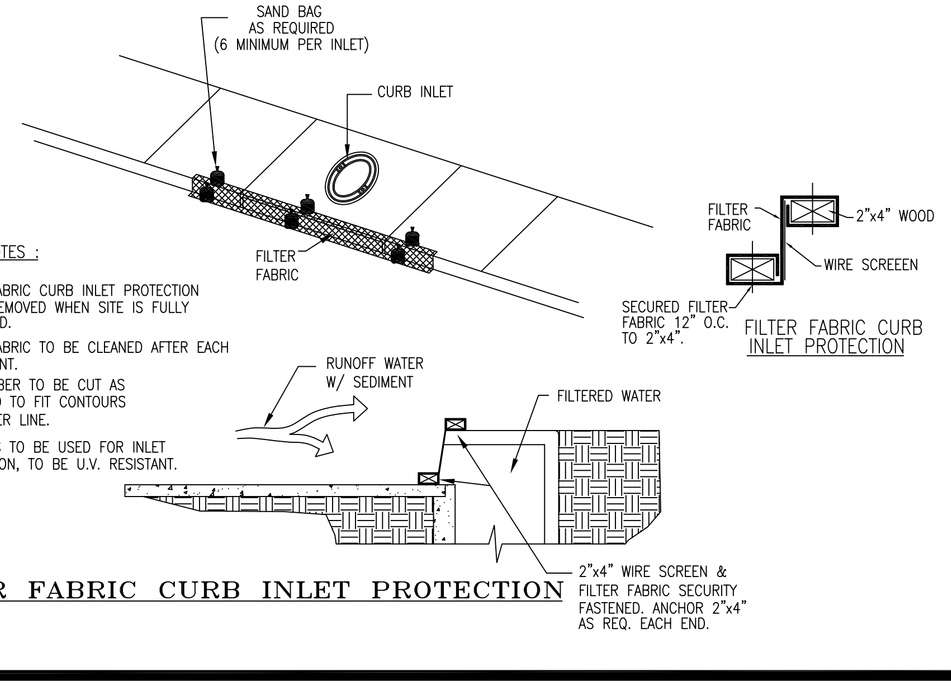
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A SEDIMENT CONTROL FENCE MAY BE CONSTRUCTED NEAR THE DOWNSTREAM PERIMETER OF A DISTURBED AREA ALONG A CONTOUR TO INTERCEPT SEDIMENT FROM OVERLAND RUNOFF. A 2-YEAR STORM FREQUENCY MAY BE USED TO CALCULATE THE FLOW RATE TO BE FILTERED.

SEDIMENT CONTROL FENCE SHOULD BE SIZED TO FILTER A MAX. FLOW THROUGH RATE OF 100 GPM/FT. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



GENERAL NOTES :

1. FILTER FABRIC CURB INLET PROTECTION TO BE REMOVED WHEN SITE IS FULLY STABILIZED.
2. FILTER FABRIC TO BE CLEANED AFTER EACH RAIN EVENT.
3. 2x4 LUMBER TO BE CUT AS REQUIRED TO FIT CONTOURS OF GUTTER LINE.
4. ALL BAGS TO BE USED FOR INLET PROTECTION, TO BE U.V. RESISTANT.

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION	DATE	BY

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 200'

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 JANUARY/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

CORDOBA HEIGHTS SUBDIVISION
HIDALGO COUNTY Pct. 1

SUGGESTED EROSION CONTROL PLAN FOR:
CORDOBA HEIGHTS SUBDIVISION

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File Name: EROSION CONTROL PLAN

LAST SHEET

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **CALIFORNIA APARTMENTS** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER: **SCOTT A. HOLDEN** DEVELOPER: **FRANCISCO J. ALANIS**

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

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

LOCATION DESCRIPTION: **SOUTH OF MILE 5 NORTH ROAD APPROXIMATELY ¼ EAST OF MINNESOTA ROAD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **05-01-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **ON-SITE DETENTION POND AS PART OF SITE PLAN PARKING DESIGN.**

ROAD R.O.W. DEDICATION: **15.00 FEET ON TO MINNESOTA ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **09-30-2014** By, **VICTOR GALLARDO PCT. 3** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **04-08-2015** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **HECTOR J. LOPEZ, P.E.**

WATER SERVICE PROVIDER: **AGUA S.U.D.** LINE SIZE: **8"** LOCATION: **EAST SIDE OF MINNESOTA**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **11-12-2014**: 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.

REQUEST FOR FINAL APPROVAL WITH:

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

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

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

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

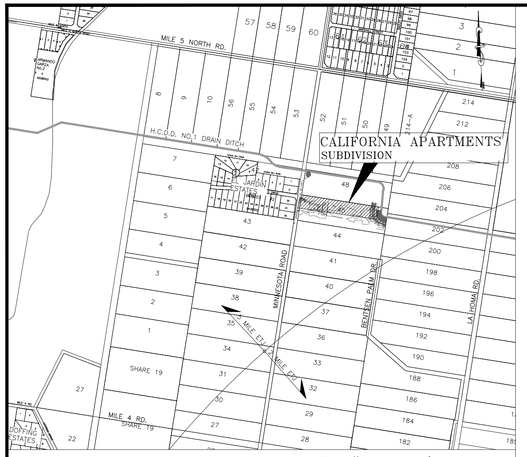
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, 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.*



OWNERS ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF HIDALGO

I FRANCISCO J. ALANIS, KNOWN AS OWNER OF THE 4.21 ACRE TRACT ENCOMPASSED WITHIN THE PROPOSED CALIFORNIA APARTMENTS SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION 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 CONNECTION, 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.

FRANCISCO J. ALANIS — DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCISCO J. ALANIS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC _____ COUNTY, TEXAS

SIGNATURE

MY COMMISSION EXPIRES: _____

PLANNING AND ZONING

THE STATE OF TEXAS
CITY OF MISSION

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

DATED THIS THE _____ DAY OF _____,2014

CHAIRMAN, PLANNING & ZONING

CITY OF MISSION CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION — DATE

ATTEST: CITY SECRETARY — DATE

DRAINAGE DISTRICT CERTIFICATE

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

BY: _____ DATE: _____

IRRIGATION DISTRICT CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOT IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.

HIDALGO COUNTY IRRIGATION DISTRICT No. 6
PRESIDENT
DATE: _____

ATTEST: _____
SECRETARY
DATE:

AGUA SUD CERTIFICATE

I, FRANCISCO FLORES DISTRICT MANAGER FOR AGUA SPECIAL UTILITY DISTRICT HEREBY CERTIFY THE AGUA SPECIAL UTILITY DISTRICT HAS APPROVED THE POTABLE WATER SUPPLY FOR THE CALIFORNIA APARTMENTS SUBDIVISION LOCATED IN HIDALGO COUNTY, TEXAS. THE AGUA SPECIAL UTILITY DISTRICT IS THE HOLDER OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (CCN) ISSUED BY THE STATE OF TEXAS, THAT INCLUDES THIS SUBDIVISION, AND IS THEREFORE OBLIGATED TO SERVE THIS SUBDIVISION WITH POTABLE WATER TO THE EXTENT REQUIRED BY THE LAWS OF THE STATE OF TEXAS. THE AGUA SPECIAL UTILITY DISTRICT AGREES THAT IT WILL PROVIDE WATER TO THIS SUBDIVISION AT THE TIME WHEN ALL OF THE INFRASTRUCTURE REQUIREMENTS FOR THE SUBDIVISION ARE MET. WATER METERS ARE IMMEDIATELY AVAILABLE FOR THE PURPOSE UPON COMPLETION OF THE WATER FACILITIES SHOWN ON THE PLAT OF THE SUBDIVISION.

DISTRICT MANAGER — DATE:
AGUA SPECIAL UTILITY DISTRICT

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: SCOTT A. HOLDEN
Proffessional Engineer #90994
Date: MAY 05, 2014
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

CALIFORNIA APARTMENTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY (POPULATION OF 81,050 – 2013 CENSUS). AT THE INTERSECTION OF MILE 5 NORTH AND MINNESOTA ROAD, TRAVELING SOUTH ON MINNESOTA ROAD AND LEAVING MILE 5 NORTH. APPROXIMATE 1768.35 FEET TO THE N.W. CORNER OF SAID SUBDIVISION LOCATED ON THE EAST R.O.W. OF MINNESOTA ROAD. BEING 4.21 ACRES OUT OF LOT 45, THE NICK DOFFING SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS.

NOTES:

1. FLOOD ZONE STATEMENT:
THE SUBJECT TRACT LIES IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN AS PER THE FEMA, FLOOD INSURANCE RATE MAP OF COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JANUARY 2, 1981, MAP REVISED JUNE 6, 2000.

2. BEARINGS ARE BASED ON CAMPACUAS ADDITION

3. LOT 1 SHALL BE FOR MULTI-FAMILY AND AGRICULTURAL USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATION OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY/AGRICULTURAL PROPOSAL SHALL BE MADE UNLESS A RESUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING LOT.

4. BUILDING SETBACKS: 40' FRONT
6' FROM SIDE LOT LINES
10' FROM REAR LOT LINES

5. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATION. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSALS THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF FOR THE SUBDIVISION.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR MULTI-FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIAL PRIOR TO OCCUPYING THE LOT.

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

8. BENCHMARK DISK PID No. AB0785, LOCATED AT THE EAST EDGE OF THE TOWN OF MERCEDES, ABOUT 0.3 MILES EAST OF THE MISSOURI PACIFIC RAILROAD STATION, AND ABOUT 200.0 FEET SOUTH OF THE TRACKS. IT IS 27.0 FEET NORTH OF THE CENTERLINE OF U.S. HIGHWAY NO. 83, SET HORIZONTALLY IN THE WEST ABUTMENT OF HIGHWAY BRIDGE OVER AN IRRIGATION CANAL. EL.= 75.26

9. THE IMPROVEMENTS NOTED HEREON AND IN THE ACCOMPANYING ENGINEER'S REPORT WILL COMPLY WITH THE REQUIREMENTS OF LOCAL GOVERNMENT CODE 232.032 AND WATER, SEWER, AND ELECTRICAL CONNECTIONS TO THE LOTS WILL MEET ALL MINIMUM STATE STANDARDS

10. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL NOT BE REQUIRED TO DETAIN STORM WATER RUNOFF. (SEE SHEET 2 FOR FINAL ENGINEERING REPORT)

11. THERE SHALL BE NO LANDSCAPING, UTILITIES, BUILDING, OR OTHER STRUCTURES PERMITTED ON IRRIGATION EASEMENTS WITHOUT APPROVAL BY IRRIGATION DISTRICT No. 6.

12. THIS SUBDIVISION LIES WITHIN THE MISSION EXTRA TERRITORIAL JURISDICTION (E.T.J.)

13. DUE TO AN EXISTING DRAIN DITCH TO THE EAST OF THE PROPERTY, A BUFFER FENCE BUFFER IS REQUIRED ALONG EAST SIDE OF PROPERTY.

14. NO SIDEWALKS ARE REQUIRED ALONG MINNESOTA ROAD, UNLESS REQUIRED BY THE REVIEWING AUTHORITY AT THE BUILDING PERMIT STAGE.

15. NO STRUCTURE SHALL BE PERMITTED OVER AN 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.

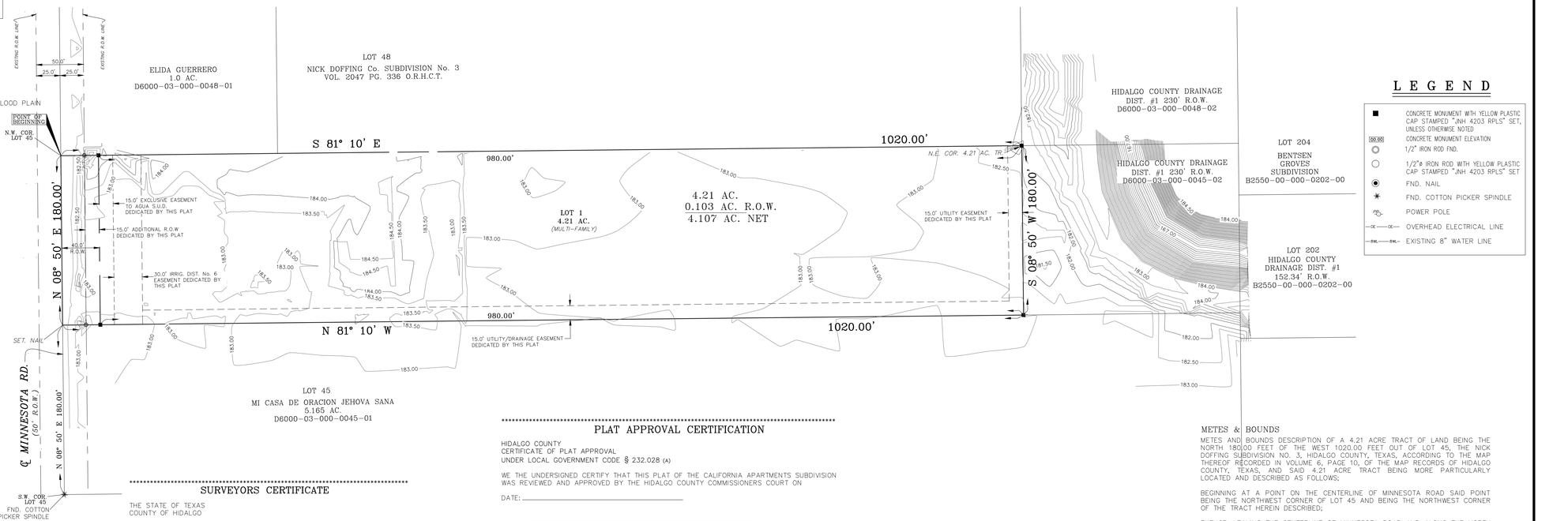
16. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

17. PROPERTY OWNER IS RESPONSIBLE FOR MAINTENANCE ON ANY EASEMENT AREA.

18. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

19. THE DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREA 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.

20. THE PURCHASER SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF OR NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.



L E G E N D

- ■ CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
- 00.00 CONCRETE MONUMENT ELEVATION
- ○ 1/2" IRON ROD FND.
- ○ 1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
- ◉ FND. NAIL
- ✳ FND. COTTON PICKER SPINDLE
- POWER POLE
- —OE—OE— OVERHEAD ELECTRICAL LINE
- —8W—8W— EXISTING 8" WATER LINE

SURVEYORS CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH SUITABLE PERMANENT MONUMENTS OF THE SIZE AND TYPE NOTED; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST ORIGINAL SURVEY CORNER, AS SHOWN HEREON. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

JUAN GARCIA JR. — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR # 4203

ENGINEERS CERTIFICATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

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

SCOTT A. HOLDEN — 05/15/2014 DATE
LICENSED PROFESSIONAL ENGINEER # 90994

PLAT APPROVAL CERTIFICATION

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON

DATE: _____

HIDALGO COUNTY JUDGE — DATE:

ATTEST: _____
HIDALGO COUNTY CLERK — DATE:

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

I, _____, COUNTY CLERK OF THE HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK___, ON _____, AND WAS RECORDED IN VOL. _____, PG. (S)_____

INSTRUMENT No. _____

COUNTY CLERK OF HIDALGO COUNTY, TEXAS

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

BY: _____ DEPUTY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CALIFORNIA APARTMENTS SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ , _____

HIDALGO COUNTY
ENVIORNMENTAL HEALTH DIVISION MANAGER — DATE

METES & BOUNDS

METES AND BOUNDS DESCRIPTION OF A 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 4.21 ACRE TRACT BEING MORE PARTICULARLY LOCATED AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE CENTERLINE OF MINNESOTA ROAD SAID POINT BEING THE NORTHWEST CORNER OF LOT 45 AND BEING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE, LEAVING THE CENTERLINE OF MINNESOTA ROAD AND ALONG THE NORTH BOUNDARY LINE OF SAID LOT 45, SOUTH 81 DEGREES 10 MINUTES EAST, AT 25.00 FEET A ½" IRON PIN FOUND ON THE EAST RIGHT-OF-WAY LINE OF MINNESOTA ROAD AND AT AN ADDITIONAL 15.00 FEET A CONCRETE MONUMENT SET ON THE NEW RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, AND AT A TOTAL DISTANCE 1020.00 FEET TO CONCRETE MONUMENT SET, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, LEAVING THE NORTH BOUNDARY LINE OF SAID LOT 45, SOUTH 08 DEGREES 50 MINUTES WEST, A DISTANCE OF 180.00 FEET TO A CONCRETE MONUMENT SET, FOR SOUTHEAST CORNER OF THIS TRACT;

THENCE, NORTH 81 DEGREES 10 MINUTES WEST, AT 980.00 FEET A CONCRETE MONUMENT SET ON THE NEW RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD AND AT AN ADDITIONAL 15.00 FEET A ½" IRON PIN FOUND ON THE EAST RIGHT-OF-WAY LINE OF MINNESOTA ROAD AND AT A TOTAL DISTANCE OF 1020.00 FEET TO A POINT ON THE CENTERLINE OF MINNESOTA ROAD AND THE WEST BOUNDARY LINE OF SAID LOT 45, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE CENTERLINE OF MINNESOTA ROAD AND THE WEST BOUNDARY LINE OF SAID LOT 45, NORTH 08 DEGREES 50 MINUTES EAST, A DISTANCE 180.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.21 ACRES OF LAND MORE OR LESS, INCLUSIVE OF ANY AND ALL EASEMENTS, RESTRICTIONS, EXCEPTIONS OR DEDICATIONS THAT MAY BE OF RECORD.

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

NO.	SHEET	REVISION	DATE		APPROVE

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION SUBDIVIDER CERTIFICATE AND STATEMENT.
3	DRAINAGE PLAN INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION REVISION NOTES:

PLAT OF
CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 60'
MAY 2014

J N H
SURVEYING CO., LLC
(956) 423-1702
REGISTRATION # 100114-00
JOB NO.: JN4794

SHEET 1 OF 3

FINAL ENGINEERING REPORT FOR "CALIFORNIA APARTMENTS SUBDIVISION"
SCOTT A. HOLDEN, P.E. (LIC. NO. 90994)

WATER SUPPLY: DESCRIPTION, COSTS AND OPERABILITY DATE

CALIFORNIA APARTMENTS SUBDIVISION, WILL BE PROVIDED WITH POTABLE WATER BY AGUA SPECIAL UTILITY DISTRICT ("AGUA SUD"). THE SUBDIVIDER AND AGUA SUD HAVE ENTERED INTO A CONTRACT IN WHICH AGUA SUD HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. AGUA SUD 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.

AGUA SUD HAS AN EXISTING 8" DIAMETER WATER LINE ALONG THE EAST SIDE OF THE RIGHT-OF-WAY OF MINNESOTA ROAD. THE EXISTING WATER SYSTEM FOR CALIFORNIA APARTMENTS SUBDIVISION CONSISTS OF OF TWO 1" DIAMETER SINGLE SERVICE LINES THAT TAP INTO THE EXISTING 8" WATER LINE. SAID SERVICES TERMINATE AT THE WATER METER BOX FOR THE EXISTING SUBDIVISION.

THE WATER DISTRIBUTION SYSTEM FOR THE PROPOSED CALIFORNIA APARTMENTS SUBDIVISION CONSIST OF ONE (1) 1" SINGLE-SERVICE LINE TO PROVIDE POTABLE WATER SERVICE FOR PROPOSED SUBDIVISION.

THE COST TO THE SUBDIVIDER FOR INSTALLATION OF WATER SYSTEM IMPROVEMENTS DESCRIBED ABOVE IS APPROXIMATELY $ _____ (OR $ _____ PER LOT) FOR THE INSTALLATION OF THE 1" SINGLE-SERVICE LINE (INCLUDING CONNECTION, FITTINGS, METER, AND VALVE).

THE SUBDIVIDER HAS AGREED TO PAY AGUA SUD, A TOTAL OF $ _____ (OR $ _____ PER LUE) WHICH COVERS THE IMPACT FEES AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT.

THE SUBDIVIDER HAS AGREED TO PAY AGUA SUD, A TOTAL OF $ _____ (OR $ _____ PER LUE) WHICH COVERS THE WATER RIGHTS ACQUISITION FEE AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT.

THE SUBDIVIDER HAS AGREED TO PAY AGUA SUD, A FEE OF 5% OF THE TOTAL COST OF CONSTRUCTION FOR WATER UTILITIES CONSTRUCTED BY THE DEVELOPER. THIS FEE IS REQUIRED TO COVER THE LABOR COSTS ASSOCIATED WITH THE INSPECTION OF THE APPLICANT-INSTALLED FACILITIES BY THE DISTRICT.

THE WATER METER FOR CALIFORNIA APARTMENTS SUBDIVISION WILL BE INSTALLED AND OPERABLE UPON REQUEST BY THE OWNER, AGUA SUD WILL PROMPTLY INSTALL WATER METER FOR THAT LOT AT NO ADDITIONAL COST.

REPORTE FINAL DE INGENIERIA PARA EL FRACCIONAMIENTO:
"CALIFORNIA APARTMENTS SUBDIVISION"
SCOTT A. HOLDEN, P.E. (LIC. NO. 90994)

PROVISION DE AGUA, GASTOS Y FECHA DE INICIO:

EL FRACCIONAMIENTO "CALIFORNIA APARTMENTS SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE AGUA SPECIAL UTILITY DISTRICT ("AGUA SUD"). EL DUEÑO DEL FRACCIONAMIENTO Y REPRESENTANTES DE AGUA SUD AN FIRMADO UN CONTRATO CON EL CUAL EL FRACCIONAMIENTO RECIBIRA SU PROVISION DE AGUA DURANTE LOS PROXIMOS 30 AÑOS. AGUA SUD HA COMPROBADO LA CALIDAD Y CANTIDAD DE AGUA A SERVIR EN EL COMPLETO DESARROLLO DEL FRACCIONAMIENTO A LARGO PLAZO.

AGUA SUD TIENE UN EXISTENTE CONDUCTO DE LINEA DE AGUA 8" EN DIAMETRO LOCALIZADO AL ESTE DE EL RIGHT-OF-WAY DE LA CARRETERA DE MINNESOTA. EL SISTEMA DE AGUA DE CALIFORNIA APARTAMENTOS SUBDIVISION CONSISTE EN UNA (1) LINEA DE SERVICIO INDIVIDUALES DE 1" DE DIAMETRO PROVEERAN SERVICIO DE AGUA POTABLE A LA PROPUESTA PROPIEDADE DEL FRACCIONAMIENTO. DICHOS SERVICIOS TERMINAN EN EL CONTADOR DE AGUA PARA LA SUBDIVISION.

EL COSTO DE LA OBRA LA PAGA EL DUEÑO DEL FRACCIONAMIENTO, POR LA INSTALACION DEL SISTEMA, DE LA PROVISION DE AGUA ES APROXIMADAMENTE U.S. $ _____ (O $ _____ POR PROPIEDAD) INCLUYENDO LINEA, CONECCCIONE, COPLES, MEDIDORES, Y VALVULA.

EL SUBDIVIDER HA ESTADO DE ACUERDO EN PAGAR AGUA SUD, UN TOTAL DE $ _____ ($_____ POR LUE) EN EL QUE SE INCLUYE EL IMPACTO DE LOS GASTOS EN EL SERVICIO DE AGUA 30 AÑOS ACUERDO.

LA SUBDIVIDER HA ESTADO DE ACUERDO EN PAGAR AGUA SUD, UN TOTAL DE $ _____ ($_____$ POR LUE) EN EL QUE SE INCLUYE LA ADQUISICIÓN DE DERECHOS DE AGUA COMO SE DICE EN EL SERVICIO DE AGUA 30 AÑOS ACUERDO.

EL SUBDIVIDER HA ACCEDIDO A PAGAR AGUA SUD, UNOS HONORARIOS DE 5% DEL COSTO TOTAL DE LA CONSTRUCCIÓN DE SERVICIOS PÚBLICOS DE AGUA CONSTRUIDO POR EL DESARROLLADOR. SE REQUIERE QUE ESTOS HONORARIOS CUBRAN LOS SALARIOS (COSTOS LABORALES) ASOCIADOS CON LA INSPECCIÓN DE LAS INSTALACIONES DEL SOLICITANTE INSTALADOS POR EL DISTRITO.

EL CONTADOR DEL AGUA DE CALIFORNIA APARTAMENTOS SUBDIVISIÓN SERÁ INSTALADO Y OPERABLE POR 15 DE JUNIO DE 2014. A PETICIÓN DEL PROPIETARIO, AGUA SUD LO MÁS PRONTO POSIBLE INSTALAR MEDIDOR DE AGUA PARA ESTE LOTE SIN COSTE ADICIONAL.

SEWAGE FACILITIES: DESCRIPTION, COSTS AND OPERABILITY DATE

SEWAGE FROM "CALIFORNIA APARTMENTS SUBDIVISION" WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND HAS SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. LOT 1 HAS ADEQUATE AREA FOR OSSF DRAIN FIELD.

EXISTING SEWAGE FACILITIES: THE PROPOSED SUBDIVISION HAS EXISTING OSSF SYSTEM SERVICING THE EXISTING APARTMENTS.

SEWAGE FACILITES DESCRIPTION; COST AND OPERABILITY DATES:
SEWAGE FROM CALIFORNIA APARTMENTS SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVASLUATED 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. THIS LOT HAS ADEQUATE AREA FOR A DRAIN FIELD.

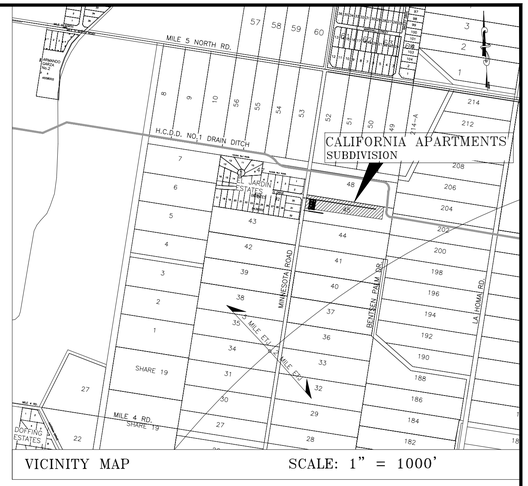
SOIL EVALUATION REPORT: THE PROPOSED SUBDIVISION IS 4.21 ACRES IN SIZE. THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, INDICATES THE SOIL IS 25 (HIDALGO FINE SANDY LOAM). SOIL 25 IS A WELL DRAINED WITH CAPACITY OF THE MOST LIMITING LAYER TO TRANSMIT WATER (KSAT): MODERATELY HIGH TO HIGH (0.57 TO 1.98 IN/HR). FROM THESE SOIL TYPES, WATER WILL TEND INFILTRATE THE SURFACE WITH NO PONDING. TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED OSSF AREA (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM CLAY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF BOTH SOIL BORINGS. THERE ARE NO INDICATIONS OF GROUNDWATER OR RESTRICTIVE LAYERS WITHIN 24" OF BOTTOM OF SOIL BORINGS. THE SUBDIVISION DRAINS WELL.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWER 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 THE UNCONSTRUCTED ONSITE SEWAGE FACILITY, DISCUSSED ABOVE ARE AS FOLLOWS.

WATER FACILITY – THIS FACILITY FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER, WILL COST A GRAND TOTAL OF $_____.

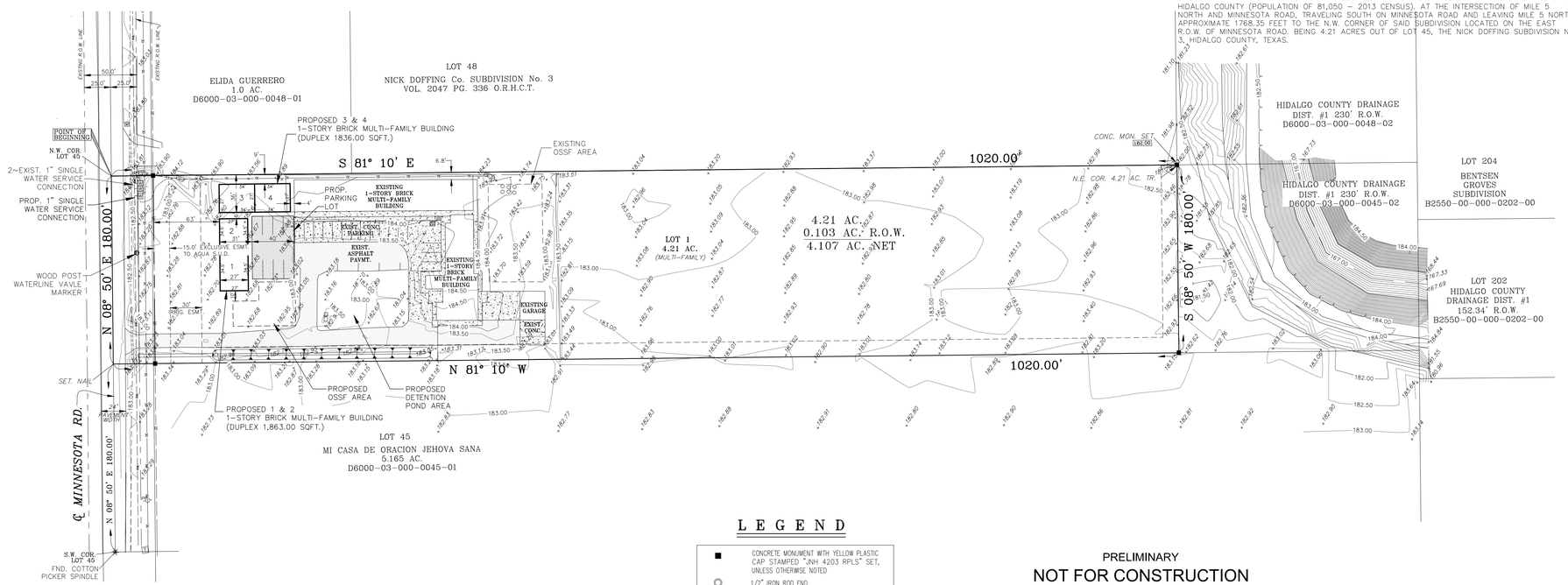
SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $_____ FOR THE PROPOSED DEVELOPMENT.

_____ _____
SCOTT A. HOLDEN, P.E. (LIC. NO. 90994) DATE



VICINITY MAP SCALE: 1" = 1000'

CALIFORNIA APARTMENTS SUBDIVISION IS LOCATED WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY (POPULATION OF 81,050 – 2013 CENSUS). AT THE INTERSECTION OF MILE 5 NORTH AND MINNESOTA ROAD, TRAVELING SOUTH ON MINNESOTA ROAD AND LEAVING MILE 5 NORTH. APPROXIMATE 1768.35 FEET TO THE N.W. CORNER OF SAID SUBDIVISION LOCATED ON THE EAST R.O.W. OF MINNESOTA ROAD. BEING 4.21 ACRES OUT OF LOT 45, THE NICK DOFFING SUBDIVISION No. 3, HIDALGO COUNTY, TEXAS.



L E G E N D

■	CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
○	1/2" IRON ROD FND.
00.00	CONCRETE MONUMENT ELEVATION
○	1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
◉	FND. NAIL
✶	FND. COTTON PICKER SPINDLE
	POWER POLE
—OE—OE—	OVERHEAD ELECTRICAL LINE
—8W—8W—	EXISTING 8" WATER LINE (AGUA S.U.D.)
—IR— —	EXISTING IRRIGATION LINE (IRRIGATION DIST. #6)

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: SCOTT A. HOLDEN
Proffessional Engineer #90994
Date: MAY 05, 2014
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

OWNERS ACKNOWLEDGMENT

SUBDIVIDER CERTIFICATION

I, – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) 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:
I FRANCISCO J. ALANIS SUBDIVIDER OF CALIFORNIA APARTMENTS SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO THE LOT OF THE TYPE, QUALITY & QUANTITY. LOT IS TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
FRANCISCO J. ALANIS DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FRANCISCO J. ALANIS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

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

NOTARY PUBLIC _____ COUNTY, TEXAS

_____
SIGNATURE

MY COMMISSION EXPIRES: _____

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

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

I, _____ , COUNTY CLERK OF THE HIDALGO, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK____, ON _____ , AND WAS RECORDED IN VOL. _____, PG. (S)_____

INSTRUMENT No. _____

_____
COUNTY CLERK OF HIDALGO COUNTY, TEXAS

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

BY: _____ DEPUTY

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATION; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; RIGHT OF WAY CERTIFICATION; H.C.H.D. CERTIFICATION: REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION SUBDIVIDER CERTIFICATE AND STATEMENT.
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:

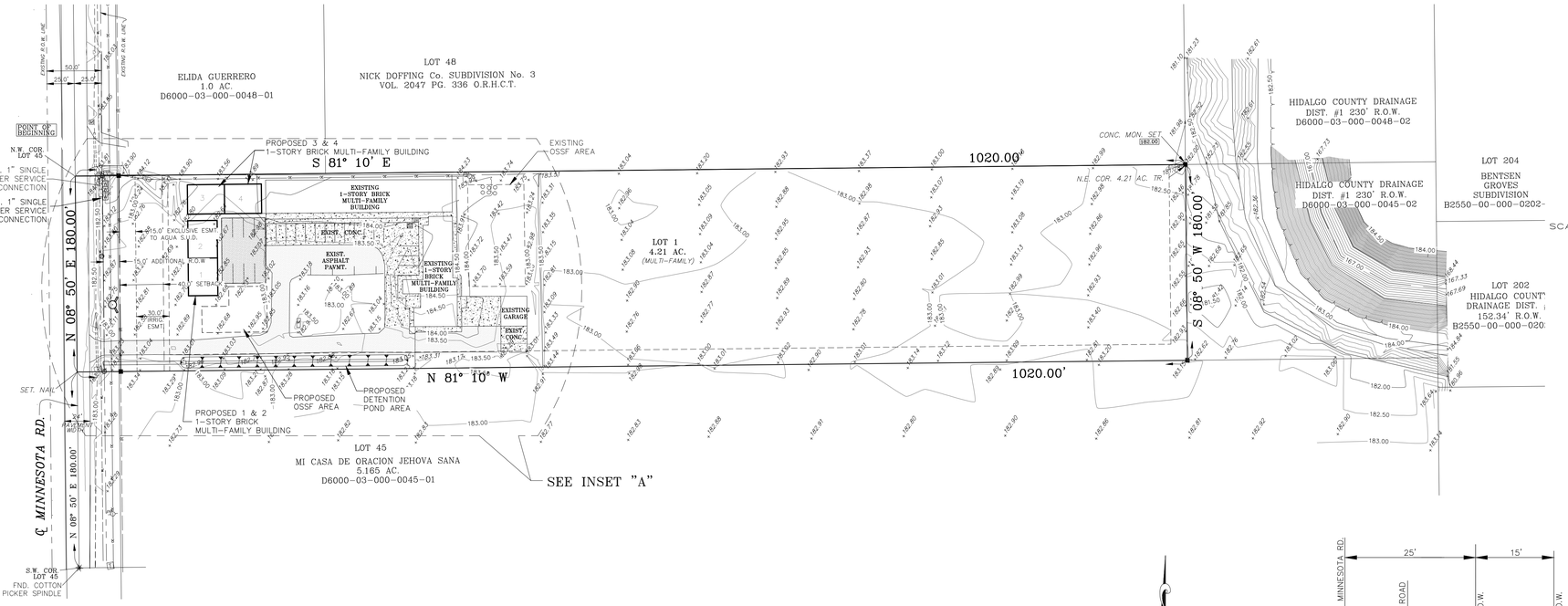
FINAL ENGINEERING REPORT

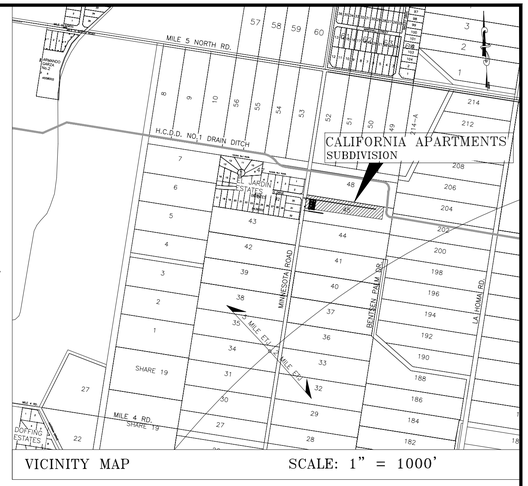
CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SCALE: 1" = 60'
MAY 2014

HOLDENGARCIA CIVIL ENGINEERING, LLC.
1221 E. TYLER OFFICE: (956)423-1702
HARLINGEN, TEXAS 78550 MOBILE: (956)622-1708
FIRM No. F-14068 FAX: (956)423-1488





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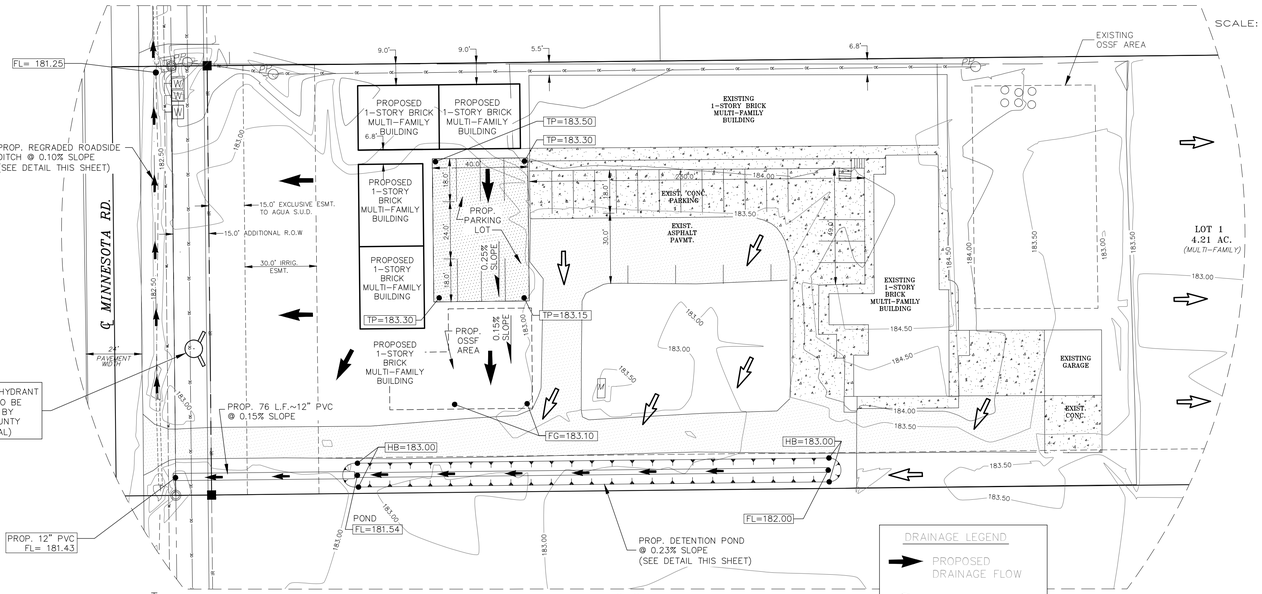
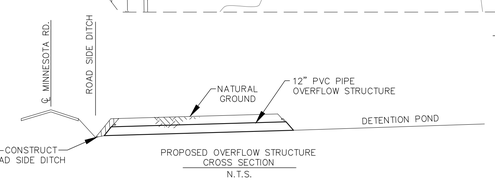
L E G E N D

■	CONCRETE MONUMENT WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET, UNLESS OTHERWISE NOTED
○	1/2" IRON ROD FND.
99.00	CONCRETE MONUMENT ELEVATION
○	1/2"ø IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JNH 4203 RPLS" SET
◉	FND. NAIL
✶	FND. COTTON PICKER SPINDLE
PP	POWER POLE
—OE—OE—	OVERHEAD ELECTRICAL LINE
—8W—8W—	EXISTING 8" WATER LINE (AGUA S.U.D.)
—IR—IR—	EXISTING IRRIGATION LINE (IRRIGATION DIST. #6)
	EXISTING ASPHALT PVMT.

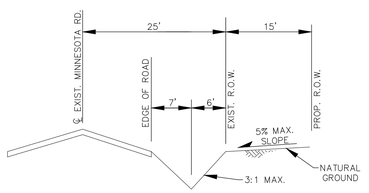


INSET "A"

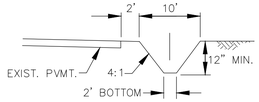
SCALE: 1" = 30'



PROPOSED OVERFLOW STRUCTURE CROSS SECTION
N.T.S.



PROPOSED ROADSIDE DITCH DETAIL
N.T.S.



PROPOSED DETENTION POND CROSS SECTION
N.T.S.

NAME	ADDRESS	PHONE NUMBER / FAX NUMBER
OWNERS: FRANCISCO J. ALANIS	5908 NORTH MINNESOTA RD. MISSION, TEXAS 78504 HIDALGO COUNTY	209-840-4486/ 209-848-2669
ENGINEER: SCOTT A. HOLDEN, P.E.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488
SURVEYOR: JUAN GARCIA JR., R.P.L.S.	1221 E. TYLER AVE. HARLINGEN, TX. 78550	956-423-1702 / 956-423-1488

PLAN NOTES:
1. NO TAPPING OR MAJOR CONNECTIONS UNDER PAVEMENT.
2. NO ELECTRICAL, WATER, OR SANITARY SEWER SERVICES IN SAME TRENCH.
3. EXISTING FENCE TO BE RELOCATED OUTSIDE OF RIGHT-OF-WAY.
4. ROADSIDE DITCH TO BE REGRADED TO HIDALGO COUNTY SPECIFICATIONS.
5. PROP. PVC PIPE FOR DETENTION POND SHALL HAVE A MINIMUM OF 6" COVER.

PRELIMINARY
NOT FOR CONSTRUCTION
FOR INTERIM REVIEW ONLY
By: SCOTT A. HOLDEN
Proffessional Engineer #90994
Date: JULY 10, 2014
NOT FOR REGULATORY, PERMITTING OR CONSTRUCTION

DRAINAGE REPORT FOR "CALIFORNIA APARTMENTS SUBDIVISION":
BY SCOTT A. HOLDEN (LIC. NO. 90994)

"CALIFORNIA APARTMENTS SUBDIVISION", IS WITHIN THE 5 MILE ETJ OF MISSION CITY LIMITS HIDALGO COUNTY. THE SUBDIVISION IS A 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

POST-DEVELOPED FLOW WILL BE CONVEYED BY MEANS OF GRADING THE PROPERTY TOWARD DETENTION POND AND THEN ONTO MINNESOTA ROADSIDE DITCH. ONCE IN THE ROADSIDE DITCH, THE FLOW IS THEN CONVEYED TOWARD THE NORTH TO HCDD NO. 1 WEST MAIN DRAIN. AFTER DEVELOPMENT THE RUNOFF INCREASE IS 0.75 CFS. THIS INCREASE IS DETERMINED NOT TO HAVE A SIGNIFICANT DRAINAGE IMPACT FOR THIS SUBDIVISION. THE CURRENT DRAINAGE PATTERN AND ULTIMATE OUTFALL ARE ADEQUATE. THE DRAINAGE PLAN WILL BE REVIEWED BY THE CITY PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT.

THE FINISHED FLOOR ELEVATIONS OF ALL PROPOSED APARTMENT UNITS ARE REQUIRED TO BE AT LEAST 18 INCHES ABOVE CENTERLINE OF MINNESOTA ROAD. MEASURES SHALL BE EMPLOYED TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE OVERALL RUNOFF WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA.

CERTIFICATION: BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES WITHIN FLOOD PLAIN ZONE "X" AS DESCRIBED IN THE NATIONAL FLOOD INSURANCE PROGRAM MAP OF COMMUNITY-PANEL NO. 480334 0290 D EFFECTIVE DATE: JANUARY 2, 1981, MAP REVISED JUNE 6, 2000.

SCOTT A. HOLDEN, P.E. (LIC. NO. 90994) — DATE

DRAINAGE LEGEND

➡	PROPOSED DRAINAGE FLOW
⇨	EXISTING DRAINAGE FLOW
▼▼▼	PROP. HIGH BANK
FL	FLOW LINE
HB	HIGH BANK
FG	FINISHED GROUND
TP	TOP OF PAVEMENT

INDEX TO SHEET CALIFORNIA APARTMENTS SUBDIVISION

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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:

DRAINAGE PLAN
CALIFORNIA APARTMENTS SUBDIVISION

BEING 4.21 ACRE TRACT OF LAND BEING THE NORTH 180.00 FEET OF THE WEST 1020.00 FEET OUT OF LOT 45, THE NICK DOFFING SUBDIVISION NO. 3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 10, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

MAY 2014

HOLDENGARCIA CIVIL ENGINEERING, LLC.
1221 E. TYLER — OFFICE: (956)423-1702
HARLINGEN, TEXAS 78550 — MOBILE: (956)622-1708
FIRM No. F-14068 — FAX: (956)423-1488

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **EVG FARMS** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **GARZA-GARZA CONSULTING ENGINEERING** DEVELOPER: **EDGAR E. GONZALEZ**

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

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

LOCATION DESCRIPTION: **NORTH OF IOWA ROAD APPROXIMATELY 1/4 MILE WEST OF ALAMO ROAD (F.M. 907).**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-22-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" B "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE DETAINED WITHIN DEPRESSED GREEN AREAS OF PROPERTY.**

ROAD R.O.W. DEDICATION: **30 FEET ON TO IOWA ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **02-02-2015** By, **JOE OCHOA PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **01-29-2015** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2 1/2"** LOCATION: **IOWA ROAD**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **01-23-2015** : 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.

REQUEST FOR FINAL APPROVAL WITH:

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

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

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

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

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, 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 DESIGNATION: ZONE "B"
ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY-PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 16, 1982.

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0425 C MAP REVISED: 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).

2. SETBACKS:
   FRONT: 50.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   REAR: 15.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)
   SIDE: 6.00 FEET (OR TO EASEMENT, WHICHEVER IS GREATER)

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

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF 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 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. BENCHMARKS (B.M.): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

   B.M. NO. 1: ELEVATION=91.18, N.A.V.D. 83; DESCRIPTION: PK NAIL ALONG THE CENTERLINE OF EXISTING PAVEMENT OF IOWA ROAD BEING THE POINT OF BEGINNING & POINT OF COMMENCEMENT OF THIS TRACT OF LAND AND SOUTHWEST CORNER OF LOT 6.
   B.M. NO. 2: ELEVATION=90.75, N.A.V.D. 83; DESCRIPTION: PK NAIL ALONG THE CENTERLINE OF EXISTING PAVEMENT OF IOWA ROAD BEING 198.00 FEET WEST OF SOUTHWEST CORNER OF LOT6.

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 1.652 CUBIC-FEET OR 0.038 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOTS.

7. 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 HEALTH DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED, INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

8. 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.

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

10. EDGAR E. GONZALEZ, OWNER(S) & SUBDIVIDER(S) OF EVG Farms SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

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

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

13. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

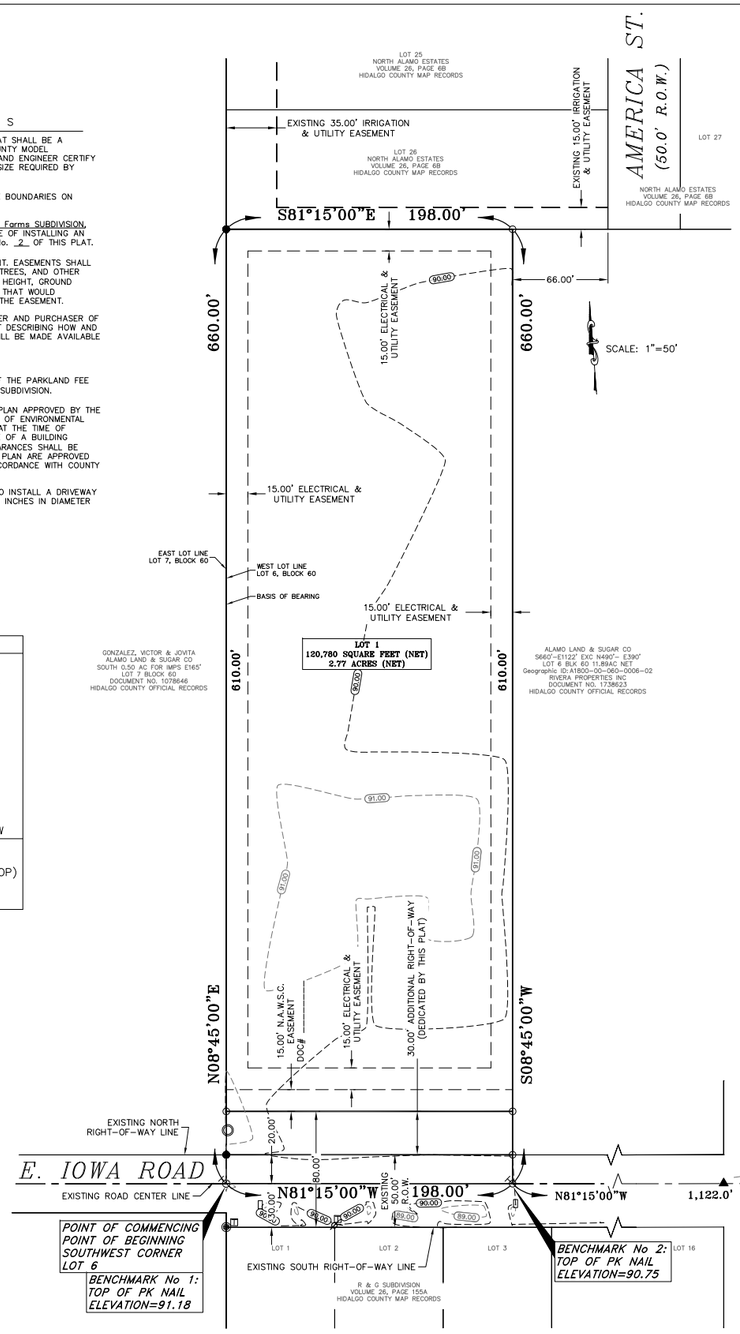
14. THE DEVELOPER SHALL BE RESPONSIBLE TO PAY 100% OF THE PARKLAND FEE OF $600.00 PER LOT PRIOR TO THE RECORDING OF THIS SUBDIVISION.

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

16. THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL A DRIVEWAY CULVERT REINFORCED CONCRETE PIPE NOT LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

LEGEND

●	– FOUND 1/2" IRON ROD
◉	– FOUND 5/8" IRON ROD
▣	– FOUND RAIL ROAD SPIKE
○	– SET 1/2" IRON ROD
◎	– SET PK NAIL
▲	– FOUND CPS
⌀	– POWER POLE
☎	– TELEPHONE PEDESTAL
E	– ELECTRICAL BOX
W	– WATER METER
○	– IRRIGATION STAND PIPE
▯	– MAIL BOX
-x-x-x-	– FENCE
~~	– DRAINAGE NATURAL FLOW
ELEVATIONS	
	– NATURAL GROUND
	– EDGE OF PAVEMENT (TOP)
	– TOP OF ASPHALT



NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND 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 LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____, 2015.

_____
EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542

FILED RECORDED IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W.; AREA MAP; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' ACKNOWLEDGMENT; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, HIDALGO COUNTY IRRIGATION DISTRICT No. 2, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT; WATER AND SANITARY SEWER SYSTEMS, TOPOGRAPHY & DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER: EDGAR E. GONZALEZ		2219 S. CESAR CHAVEZ RD EDINBURG, TX 78542	(956) 325-7777
ENGINEER: INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360 (956) 451-4729
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), EDGAR E. GONZALEZ, AS OWNER(S) OF THE 3.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED EVG Farms 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.

_____
EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EDGAR E. GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EVG Farms SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20___.

_____ ATTEST:_____
HIDALGO COUNTY JUDGE HIDALGO COUNTY CLERK

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE EVG Farms SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER ON _____, 20___.

_____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER

DRAINAGE DISTRICT CERTIFICATE

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.

_____
BY DATE

ENGINEER CERTIFICATE

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

INEZ B. GARZA JR., P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED
PROFESSIONAL ENGINEER

SURVEYOR CERTIFICATE

I, THE UNDERSIGNED, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

JOSE MARIO GONZALEZ DATE
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS
JOSE MARIO GONZALEZ
5571
REGISTERED
PROFESSIONAL
LAND SURVEYOR

RIO DELTA SURVEYING
RIO DELTA SURVEYING

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS

_____ DAY OF _____ 2015.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS-OF-WAYS OR EASEMENTS.

_____ _____
PRESIDENT SECRETARY

STATE OF TEXAS – CITY OF EDINBURG
PLAT APPROVAL CERTIFICATE

I, THE UNDERSIGNED, MAYOR TO 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.

_____ _____ _____ _____
CITY MAYOR DATE ATTEST: CITY SECRETARY DATE

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

_____ _____
PLANNING AND ZONING COMMISSION CHAIRMAN DATE

METES AND BOUNDS DESCRIPTION

THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 3 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A PK-NAIL SET AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 60, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

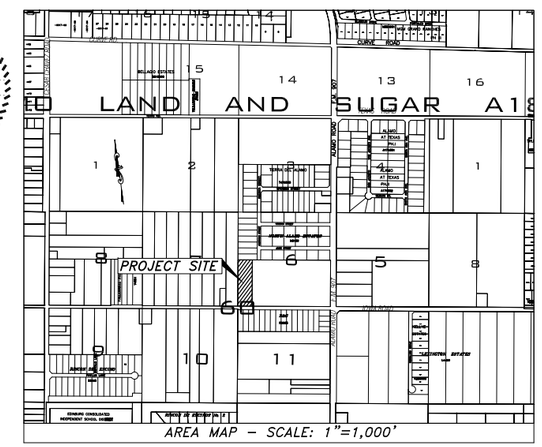
THENCE NORTH 08°45'00" EAST, WITH THE WEST LINE OF SAID LOT 6, AT 20.00 FEET PASS A ½" ROD FOUND AT THE NORTH RIGHT-OF-WAY LINE OF IOWA ROAD, AT 600.00 FEET IN ALL TO A ½" ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 81°15'00" EAST, A DISTANCE OF 198.00 FEET TO A ½" ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 08°45'00" WEST, AT 640.00 FEET PASS A ½" ROD SET AT THE NORTH RIGHT-OF-WAY LINE OF SAID IOWA ROAD, AT 660.00 FEET IN ALL TO THE SOUTH LINE OF SAID LOT 6 TO A PK-NAIL SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE NORTH 81°15'00" WEST, WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 198.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.0 ACRES OF LAND MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY: EVG Farms SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE CENTRAL PART OF HIDALGO COUNTY, ALONG THE NORTH SIDE OF IOWA ROAD APPROXIMATELY 1,122 FEET WEST OF ALAMO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 72,424 – 2010 CENSUS. EVG Farms SUBDIVISION LIES APPROXIMATELY 4,200 FEET (0.80 MILES) FROM EDINBURG'S CITY LIMITS AND IS WITHIN THE CITY'S 2-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021.



AREA MAP – SCALE: 1"=1,000'

SUBDIVISION PLAT OF
EVG Farms
THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24-25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: APRIL 10, 2015

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

CITY OF EDINBURG ETJ - HIDALGO COUNTY | PAGE: 1 OF 2

DRAINAGE STATEMENT
REVISED JANUARY 19, 2015
PREPARED BY: INEZ B. GARZA JR., P.E.
EVG Farms SUBDIVISION
CITY OF EDINBURG E.T.J.
HIDALGO COUNTY, TEXAS

EVG Farms SUBDIVISION IS A (1) ONE LOT SINGLE–FAMILY RESIDENTIAL SUBDIVISION CONSISTING OF THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24–25, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "B", ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF HIDALGO SANDY CLAY LOAM (28) AND RACOMBES SANDY CLAY LOAM (48) WITH 0 TO 1 % SLOPES. THESE SOILS ARE MODERATELY WELL–DRAINED TO WELL–DRAINED, SURFACE RUNOFF IS MODERATE, PERMEABILITY IS MODERATE TO HIGH, AND THE WATER CAPACITY IS HIGH.

THERE IS NO ROADSIDE DITCH ON FRONT OF THIS PROPERTY ALONG THE NORTH SIDE OF IOWA ROAD. EXISTING RUNOFF SHEET FLOWS IN A SOUTHEASTERLY DIRECTION TO A ROADSIDE DITCH ALONG THE SOUTH SIDE OF IOWA ROAD AND THEN FLOWS EASTERLY TO ALAMO ROAD ROADSIDE DITCH, APPROXIMATELY 1,100 FEET FROM THIS PROPERTY. STORM WATER IS THEN CONVEYED TO THE SOUTH MAIN DRAIN, MAIN FLOODWATER CHANNEL, AND TO A FINAL OUTFALL AT THE LAGUNA MADRE.

USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10–YEAR RAINFALL EVENT WILL GENERATE APPROXIMATELY 3.14 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 4.42 CFS OF RUNOFF FOR THE SAME 10–YEAR RAINFALL EVENT.

IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 1,652 CF OR 0.038 AC–FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED WITHIN DEPRESSED / GREEN AREAS OF PROPOSED LARGE LOT. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN TO BE APPROVED BY THE CITY OF EDINBURG AND/OR BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT FOR THIS LOT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN ZONE "B"; ZONE "B" IS DEFINED AS AREAS BETWEEN LIMITS OF THE 100–YEAR FLOOD AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982.

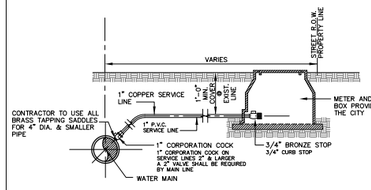
INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED · PROFESSIONAL ENGINEER

LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 5/8" IRON ROD
- ⊠ – FOUND RAIL ROAD SPIKE
- ○ – SET 1/2" IRON ROD
- ⊘ – SET PK NAIL
- ▲ – FOUND CP&S
- ø – POWER POLE
- ☐ – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- W – WATER METER
- ⊙ – IRRIGATION STAND PIPE
- ▯ – MAIL BOX
- –x–x– – FENCE
- –~–~– – DRAINAGE NATURAL FLOW

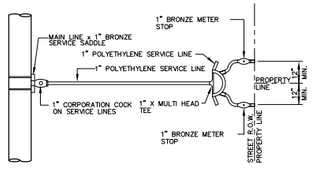
ELEVATIONS
- 18.00 – NATURAL GROUND
- 18.00 EOP – EDGE OF PAVEMENT (TOP)
- 18.00 TOA – TOP OF ASPHALT



GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
NOT TO SCALE



TYPICAL DUAL WATER SERVICE CONNECTION
NOT TO SCALE

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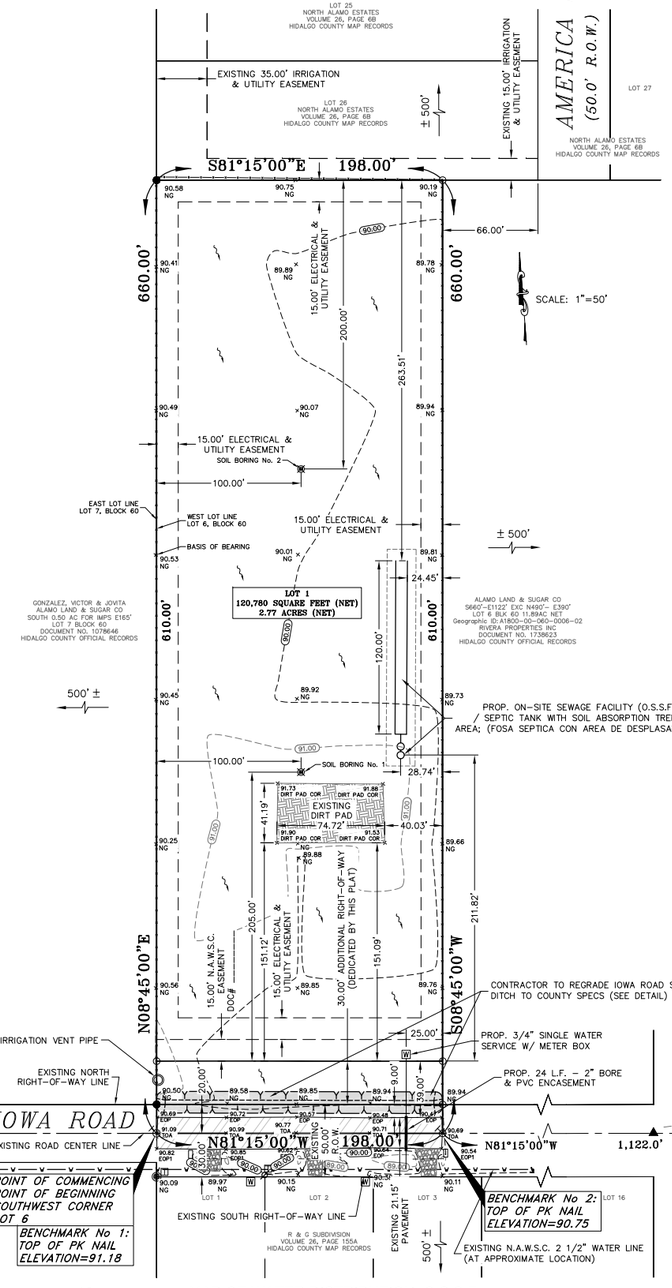
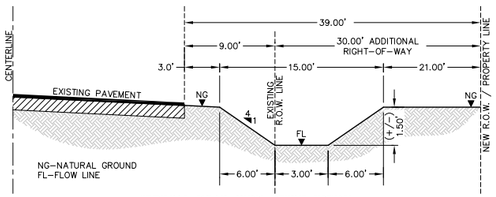
SHEET 2	UTILITY LAYOUT: WATER AND SANITARY SEWER SYSTEMS, TOPOGRAPHY & DRAINAGE LAYOUT, DRAINAGE REPORT; ENGINEER'S CERTIFICATION



MAP OF WATER DISTRIBUTION, O.S.S.F.,
TOPOGRAPHY & DRAINAGE PLAN



NG–NATURAL GROUND
FL–FLOW LINE

TYPICAL ROAD SIDE DITCH DETAIL
NOT TO SCALE

FILED RECORDED IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK
ON:_____AT_____AM/PM

AS INSTRUMENT NUMBER:_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____DEPUTY CLERK.

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER: EDGAR E. GONZALEZ		2219 S. CESAR CHAVEZ RD EDINBURG, TX 78542	(956) 325–7777
ENGINEER: INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905–2360 (956) 451–4729
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380–5154 (956) 380–5156

FINAL ENGINEERING REPORT FOR EVG Farms SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

EVG Farms 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 RESERVE A WATER METER FOR THIS LOT AND TO PROVIDE SUFFICIENT WATER TO THIS 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 EVG Farms SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 2 1/2" (INCH) WATER LINE ON THE SOUTH SIDE OF IOWA ROAD. THIS LOT WILL BE SERVICED BY (1) 3/4" (INCH) DIAMETER SERVICE LINE GOING INTO THE METER BOX, TOTALING (1) METER. THE SUBDIVIDER HAS PAID A TOTAL OF $ 1,600.00 OR $ 1,600.00 PER LOT FOR THE CONSTRUCTION OF THE AFOREMENTIONED WATER DISTRIBUTION SYSTEM, WHICH IT HAS BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS PAID "N.A.W.S.C." A TOTAL OF $ 1,375.00, OR $ 1,375.00 PER LOT, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT, WHICH COVERS THE COSTS OF WATER RIGHTS, WATER METERS, METER BOXES, WATER SUPPLY FEES, AND ALL OTHER FEES ASSOCIATED WITH WATER SUPPLY. 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.

SEWER FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FOR EVG Farms SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITY ("OSSF") CONSISTING OF STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANKS AND DRAIN FIELDS ON THIS LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. THIS LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAINFIELD.

THE SEPTIC TANK SYSTEMS FOR THIS LOT HAS BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS PAID A TOTAL OF $ 1,400.00 OR $ 1,400.00 PER LOT FOR THE SEPTIC TANK SYSTEM. THE PRICE IS INCLUDING THE COSTS FOR THE REQUIRED PERMITS AND LICENSES. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL SUBDIVISION RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITY: THESE FACILITIES ARE FULLY CONSTRUCTED, INCLUDING WATER METERS AND WATER METER BOXES. THE TOTAL COST FOR THIS WATER SYSTEM INCLUDING ALL N.A.W.S.C. FEES WAS $ 2,975.00, FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 2,975.00 PER LOT.

SEWAGE FACILITIES: SEPTIC TANK SYSTEM ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $ 1,400.00 FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 1,400.00 PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED · PROFESSIONAL ENGINEER

COST OF IMPROVEMENTS	
ROADSIDE DITCH CONSTRUCTION	$ 500.00
WATER SERVICE INSTALLATION W/FEES	$ 2,975.00
SEPTIC TANK SYSTEM	$ 1,400.00
TOTAL	$ 4,875.00

THESE LOTS IN THIS PROPOSED SUBDIVISION ARE AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A CLAY LOAM SOIL. 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 LIMITES AREA). THE SOIL IS A UNIFORM SANDY 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.

CADA SOLAR MIDE POR LO MENOS MEDIO ACRE. SE HICIERON POR LO MENOS DOS ESCAVACIONES EN LUGARES OPUESTOS EN LA SUBDIVISION (ESCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOS Y SUELOS LABRADOS) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

SUBDIVIDER CERTIFICATION:

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:

WE, EDGAR E. GONZALEZ SUBDIVIDER(S) OF EVG Farms 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 EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

EDGAR E. GONZALEZ
2219 S. CESAR CHAVEZ RD
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EDGAR E. GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2015.

NOTARY PUBLIC — MY COMMISSION EXPIRES

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION "EVG Farms SUBDIVISION"

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "EVG Farms SUBDIVISION" RECIBIRA SU PROVISION DE AGUA DE "NORTH ALAMO WATER SUPPLY CORPORATION" (LA COMPANIA DE AGUA NAWSC) ("NAWSC"). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA NAWSC HAN FIRMADO UN CONTRATO DONDE NAWSC HA PROMETIDO A RESERVAR UN MEDIDOR DE AGUA PARA CADA SOLAR, POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. NAWSC HA PRESENTADO DOCUMENTACION DEMONSTRANDO A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESSIBLE PARA SERVIR EN EL FUTURO A ESTE DESARROLLO DE EVG Farms SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 2 1/2" (PULGADAS) DE DIAMETRO EN EL LADO SUR DE LA CALLE "IOWA". ESTE SOLAR SERA SERVIDO POR (1) SERVICIO SINGULAR DE ¾" (PULGADAS) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE (1) MEDIDOR. EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $1,600.00 O $1,600.00 POR SOLAR, PARA LA CONSTRUCCION DE TODO EL SISTEMA DE AGUA YA MENCIONADO. EL SERVICIO DE AGUA CON LA CAJA DE MEDIDOR YA HAN SIDO INSTALADAS. EL SUBDIVIDOR TAMBIEN HA PAGADO HA "NAWSC" UNA SUMA DE $ 1,375.00 TOTAL, $ 1,375.00 POR SOLAR, COMO LO INDICA EL CONTRATO DE GARANTIA DE SERVICIO DE AGUA POR 30 AÑOS DE NAWSC, QUE INCLUYE LOS COSTOS DE DERECHOS DE AGUA, LOS MEDIDORES DE AGUA, LAS CAJAS PARA LOS MEDIDORES, CUOTAS DE SERVICIO DE AGUA, Y CUALQUIER OTRO TIPO DE CUOTAS RELACIONADAS CON EL SERVICIO DE AGUA. TODO EL SISTEMA DE SERVICIO DE AGUA HA SIDO APROBADO Y ACEPTADO POR "NAWSC" Y TAMBIEN, EL SISTEMA DE DISTRIBUCION DE AGUA ESTA FUNCIONANDO DESDE LA FECHA QUE ESTE MAPA O "PLAT" FUE REGISTRADO.

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO

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

EL SISTEMA SEPTICO PARA TODOS LOS SOLARES HAN SIDO INSTALADOS ANTES DEL TIEMPO DE APLICASION PARA APPROVASION FINAL DEL "PLAT". EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $ 1,400.00 O $1,400.00 POR CADA SOLAR PARA LA INSTALACION DE EL SISTEMA SEPTICO. ESTE PRECIO YA INCLUYE LOS PERMISOS REQUERIDOS Y LICENSIAS. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA DE FOSA SEPTICA EN EL PRECIO DE VENTA DEL SOLAR.

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 DE INSTALACION DE LOS SISTEMAS DE AGUA Y DE DRENAJE FUERON:

AGUA: EL SISTEMA/SERVICIO DE AGUA FUE INSTALADO Y COMPLETAMENTE CONSTRUIDO, INCLUYENDO LA INSTALACION DEL MEDIDOR DE AGUA CON CAJA. EL COSTO PARA ESTE SISTEMA INCLUYENDO TODAS LAS CUOTAS DE N.A.W.S.C. FUE UN TOTAL DE $ 2,975.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL HA $ 2,975.00 POR SOLAR.

DRENAJE: LOS SISTEMAS DE LAS FOSAS SEPTICAS TAMBIEN HAN SIDO INSTALADAS Y COMPLETAMENTE CONSTRUIDAS CON UN TOTAL DE $ 1,400.00 PARA TODA LA SUBDIVISION, QUE ES IGUAL A $ 1,400.00 POR SOLAR (TODO INCLUSO).

INEZ B. GARZA JR., P.E. — DATE
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED · PROFESSIONAL ENGINEER

SOIL EVALUATION REPORT INFORMATION

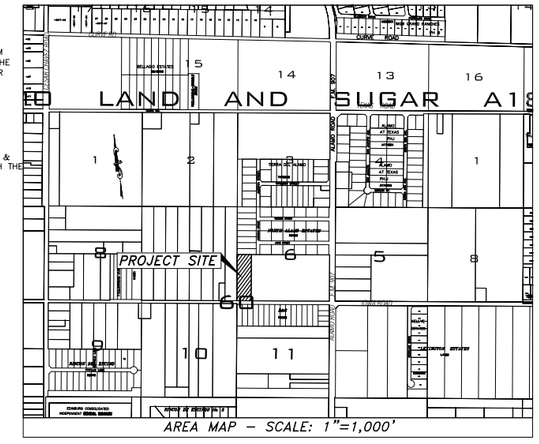
SOIL BORING NUMBER: 1

DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.

SOIL EVALUATION REPORT INFORMATION

SOIL BORING NUMBER: 2

DEPTH (FEET)	TEXTURE CLASS	SOIL TEXTURE	STRUCTURE (FOR CLASS III BLOCKY, PLATY OR MASSIVE)	DRAINAGE (MOTTLES/ WATER TABLE)	RESTRICTIVE HORIZON	OBSERVATIONS
1	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
2	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
3	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
4	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.
5	II	SANDY LOAM	N/A	NONE	NONE	SOIL SUITABLE FOR O.S.S.F.



AREA MAP – SCALE: 1"=1,000'

SUBDIVISION PLAT OF
EVG Farms
THE WEST 3 ACRES OF THE SOUTH 20 ACRES OF LOT SIX (6), BLOCK 60 (SIXTY), ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 1, PAGE 24–25, MAP RECORDS OF HIDALGO COUNTY, TEXAS

RIO DELTA SURVEYING
24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
TBPLS FIRM # 10013900

GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
3011 SAN FELIPE ST. - SAN JUAN, TX 78589
OFFICE: (956) 905-2360
CELL: (956) 451-4729

DATE OF PREPARATION: APRIL 10, 2015

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **CALEDONIA ESTATES PH. II** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **SALINAS ENGINEERING & ASSOCIATES** DEVELOPER: **RICARDO R. SALINAS JR.**

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

NUMBER OF LOTS: **43** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF CURRY ROAD APPROXIMATELY ¼ MILE WEST OF CESAR CHAVEZ ROAD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-31-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **STORM DRAINAGE PIPE SYSTEM AND WIDENING OF EXISTING DRAIN DITCH NORTH OF SUBDIVISION DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO ADDITION RIGHT OF WAY IS REQUIRED FOR CURRY ROAD.** ***(EXISTING 60' RIGHT OF WAY)***

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **02-05-2015** By, **JOE OCHOA PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **02-04-2015** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **EDINBURG** LINE SIZE: **8"** LOCATION: **DISHMAN & SHERMAN STREET.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **DISHMAN & SHERMAN STREET.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **02-03-2015**: By **MARTIN RAMIREZ** Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

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

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

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

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

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

STAFF RECOMMENDS:

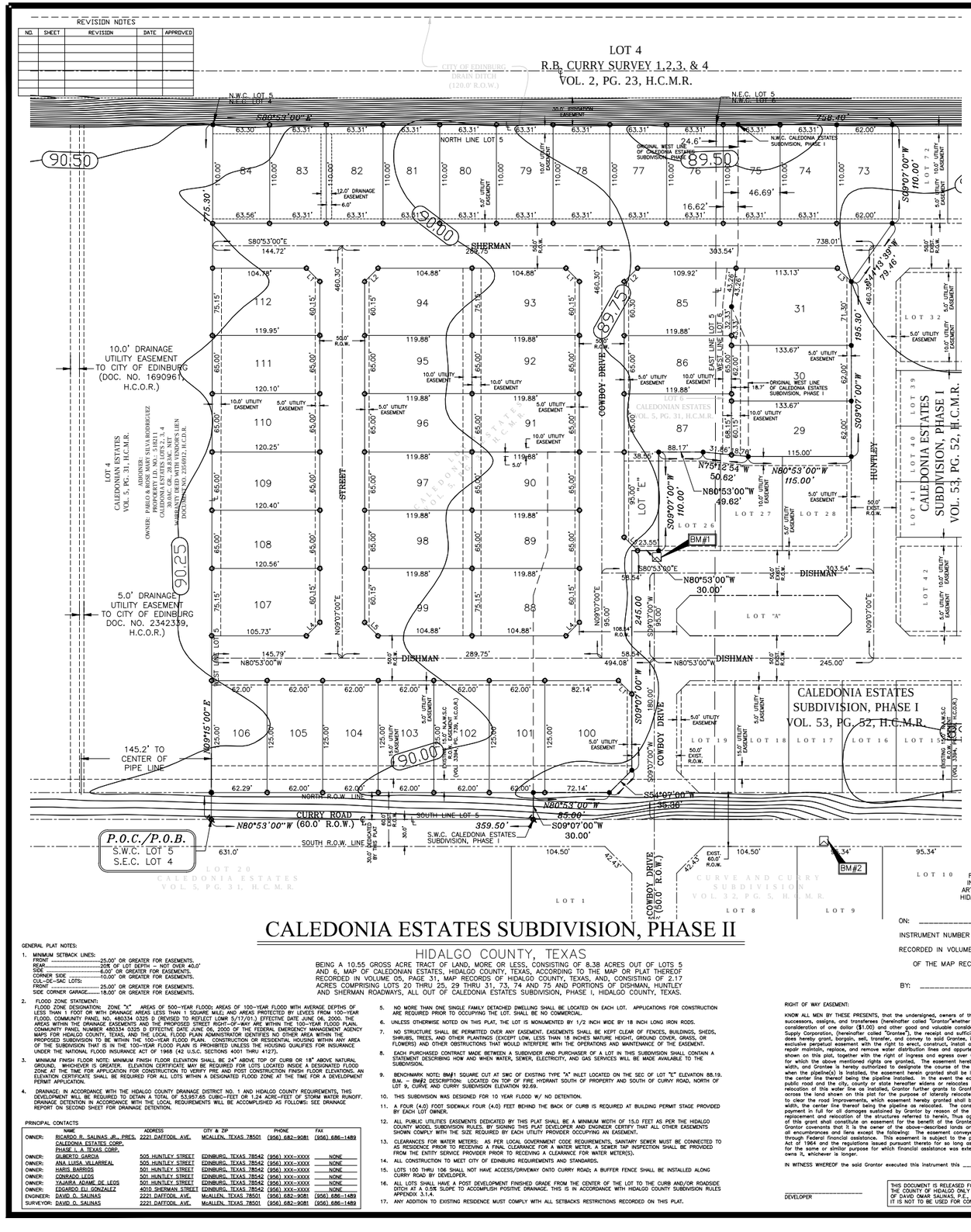
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, Other departments and the approval of the City of* **EDINBURG.**

☐ **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.*

REVISION NOTES				
NO.	SHEET	REVISION	DATE	APPROVED


LOT 4
R.B. CURRY SURVEY 1,2,3, & 4
VOL. 2, PG. 23, H.C.M.R.
CITY OF EDINBURG DRAIN DITCH (120.0' R.O.W.)
N.W.C. LOT 5 N.E.C. LOT 4
N.E.C. LOT 5 N.W.C. LOT 4
S80°53'00"E 758.40'
50.0' IRRIGATION EASEMENT
NORTH LINE LOT 5
N.W.C. CALEDONIA ESTATES SUBDIVISION, PHASE I
ORIGINAL WEST LINE OF CALEDONIA ESTATES SUBDIVISION, PHASE I
90.50
89.50
90.00
90.25
89.75
SHERMAN
DISHMAN
COWBOY DRIVE
HUNTLEY
CURRY ROAD
SOUTH R.O.W. LINE
NORTH R.O.W. LINE
SOUTH LINE LOT 5
S.W.C. CALEDONIA ESTATES SUBDIVISION, PHASE I
359.50'
631.0'
104.50'
42.43'
95.34'
LOT 1
LOT 8
LOT 9
LOT 10
LOT 20 CALEDONIA ESTATES VOL. 5, PG. 31, H.C.M.R.
CURVE AND CURVE SUBDIVISION VOL. 32, PG. 5, H.C.M.R.
LOT 32
LOT 39
LOT 40
LOT 41
LOT 42
LOT 72
LOT 73
CALEDONIA ESTATES SUBDIVISION, PHASE I VOL. 53, PG. 52, H.C.M.R.
LOT 4 CALEDONIAN ESTATES VOL. 5, PG. 31, H.C.M.R.
OWNER: PABLO & ROSE MARY SILVA RODRIGUEZ
ADDRESS: 2121 CURRY RD., EDINBURG, TEXAS 78542
CALDWELL CSJ: 108-2-3 MC, NET 3, 4
ACREAGE: 28.83 AC. NET
WARRANTY DEED WITH VENDOR'S LIEN
DOCUMENT #: 2350812, H.C.D.R.
10.0' DRAINAGE UTILITY EASEMENT TO CITY OF EDINBURG (DOC. NO. 1690961 H.C.O.R.)
5.0' DRAINAGE UTILITY EASEMENT TO CITY OF EDINBURG DOC. NO. 2342339, H.C.O.R.)
145.2' TO CENTER OF PIPE LINE
P.O.C./P.O.B. S.W.C. LOT 5 S.E.C. LOT 4
BM#1
BM#2
LOT "A"
LOT "E"
LOT 26
LOT 27
LOT 28
LOT 19
LOT 18
LOT 17
LOT 16
LOT 15
CALEDONIA ESTATES SUBDIVISION, PHASE I VOL. 53, PG. 52, H.C.M.R.
ORIGINAL WEST LINE OF CALEDONIA ESTATES SUBDIVISION, PHASE I
EAST LINE LOT 5 WEST LINE LOT 6
12.0' DRAINAGE EASEMENT (VOL. 53M, PG. 52, H.C.M.R.)
10.0' UTILITY EASEMENT (VOL. 53M, PG. 52, H.C.M.R.)
N80°53'00"W 1315.00'
N80°53'00"W 115.00'
N80°53'00"W 50.62'
N80°53'00"W 49.62'
N80°53'00"W 30.00'
N75°12'54"W 31.66'
S09°07'00"E 110.00'
S09°07'00"W 110.00'
S09°07'00"W 195.30'
S09°07'00"W 245.00'
S09°07'00"W 150.00'
S09°07'00"W 359.50'
S09°07'00"W 30.00'
S09°07'00"W 85.00'
S54°07'00"W 35.00'
N09°07'00"E 95.00'
N09°07'00"E 108.64'
N09°07'00"E 150.00'
N09°15'00"E 125.00'
N80°53'00"W 145.79'
N80°53'00"W 494.08'
N80°53'00"W 245.00'
S80°53'00"E 144.72'
S80°53'00"E 303.54'
S80°53'00"E 738.01'
S80°53'00"E 59.54'
S80°53'00"E 193.54'
N41°13'39"W 79.46'
N41°13'39"W 460.38'
460.30'
460.30'
75.30'
75.30'
16.62'
24.6'
46.69'
43.26'
43.26'
22.33'
18.7'
88.17'
38.56'
23.55'
88.15'
68.15'
71.30'
62.00'
62.00'
65.00'
65.00'
65

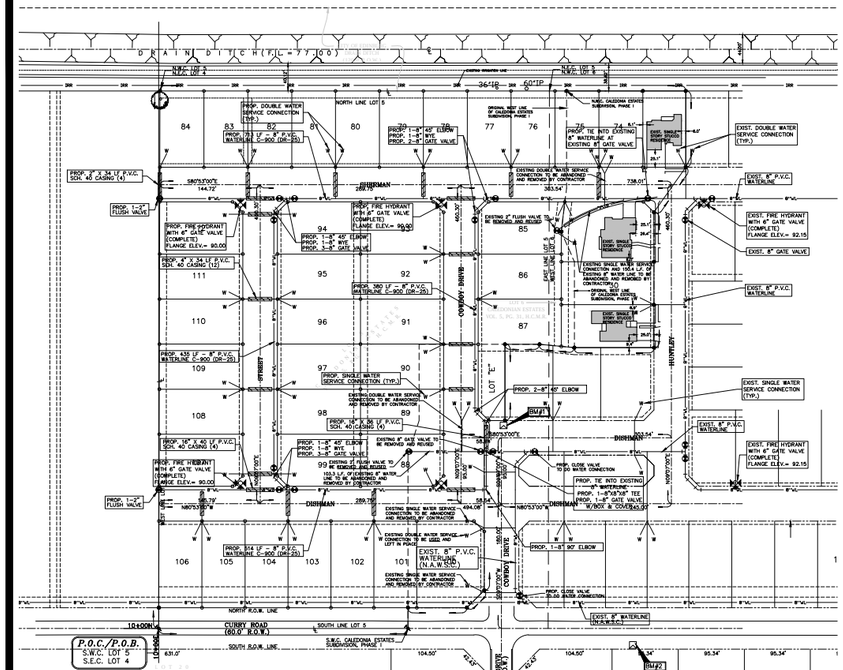
CALEDONIA ESTATES SUBDIVISION, PHASE II

HIDALGO COUNTY, TEXAS

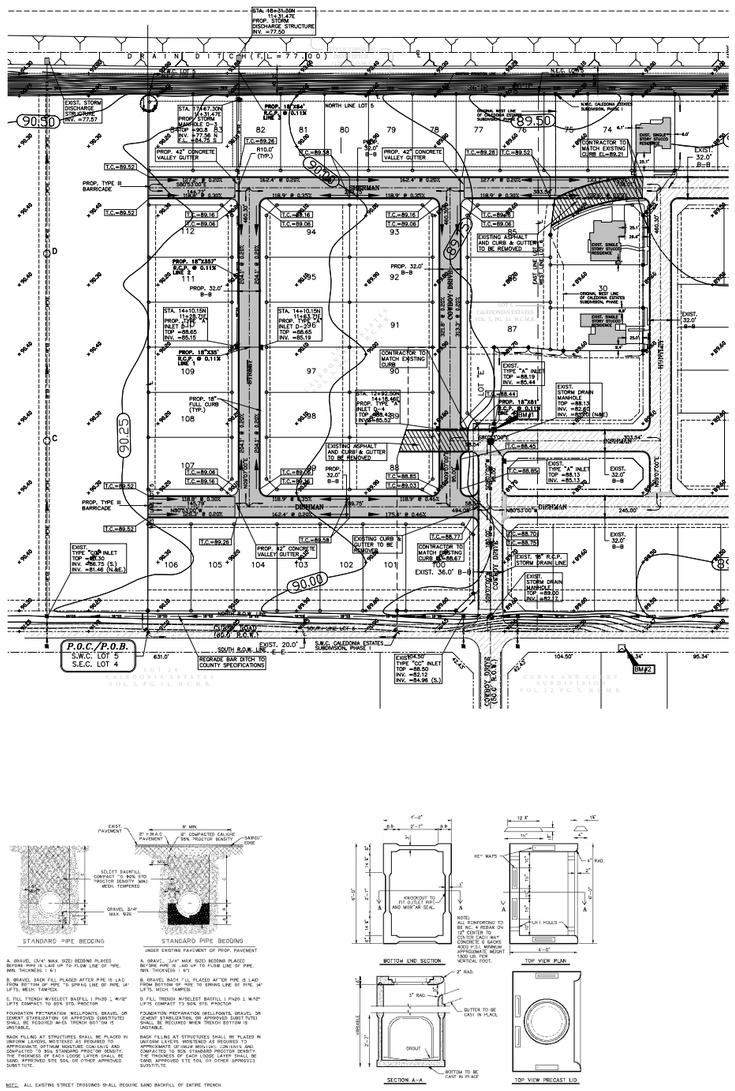
BEING A 10.55 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF 8.38 ACRES OUT OF LOTS 5 AND 6, MAP OF CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, CONSISTING OF 2.17 ACRES COMPRISING LOTS 20 THRU 25, 29 THRU 31, 73, 74 AND 75 AND PORTIONS OF DISHMAN, HUNTLEY AND SHERMAN ROADWAYS, ALL OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS.

SCALE: 1"=100'

MAP OF WATER DISTRIBUTION


DRAIN DITCH (F.C.=77.00')
NORTH LINE LOT 5
SOUTH LINE LOT 5
DISHMAN
SHERMAN
HUNTLEY
CONWAY DRIVE
CURRY ROAD (60.0' R.O.W.)
NORTH R.O.W. LINE
SOUTH R.O.W. LINE
P.O.C./P.O.B.
S.W.C. LOT 5
S.E.C. LOT 4
10+00±N
PROP. 8" P.V.C. WATERLINE (C-900 DR-25)
PROP. 1-8" 45° ELBOW
PROP. 1-8" BYE
PROP. 1-8" 22½° ELBOW
PROP. 2-8" 90° ELBOW
PROP. 1-8"x8"x8" TEE
PROP. 1-8" GATE VALVE
PROP. 1-8" 90° ELBOW
PROP. 1-8" GATE VALVE
PROP. 1-2" FLUSH VALVE
PROP. 8" GATE VALVE TO BE REMOVED AND REVISED
PROP. 8" GATE VALVE TO BE REMOVED AND REVISED
PROP. 1-8" GATE VALVE TO BE REMOVED AND REVISED
PROP. 1-8" 45° ELBOW TO BE REMOVED AND REVISED
PROP. FIRE HYDRANT WITH 6" GATE VALVE (COMPLETE) FLANGE ELEV.= 92.15
PROP. FIRE HYDRANT WITH 6" GATE VALVE (COMPLETE) FLANGE ELEV.= 99.50
PROP. FIRE HYDRANT WITH 6" GATE VALVE (COMPLETE) FLANGE ELEV.= 90.00
PROP. 1-8" 45° (TEMP.) PROP. 1-8" BYE PROP. 1-8" 45° (TEMP.)
PROP. 380 LF — 8" P.V.C. WATERLINE (C-900 DR-25)
PROP. 638 LF — 8" P.V.C. WATERLINE (C-900 DR-25)
PROP. 314 LF — 8" P.V.C. WATERLINE (C-900 DR-25)
PROP. 8" Ø 34.14° P.V.C. SCH. 40 CASING (14)
PROP. 8" Ø 34.19° P.V.C. SCH. 40 CASING (15)
PROP. 10" X 8" Ø 12.9° P.V.C. SCH. 40 CASING (4)
PROP. 10" X 8" Ø 12.9° P.V.C. SCH. 40 CASING (4)
PROP. DOUBLE WATER SERVICE CONNECTION (TYP.)
PROP. SINGLE WATER SERVICE CONNECTION (TYP.)
EXIST. DOUBLE WATER SERVICE CONNECTION (TYP.)
EXIST. SINGLE WATER SERVICE CONNECTION (TYP.)
EXIST. 8" P.V.C. WATERLINE
EXIST. FIRE HYDRANT WITH 6" GATE VALVE (COMPLETE) FLANGE ELEV.= 92.15
EXIST. 8" GATE VALVE
EXISTING 8" FLUSH VALVE TO BE REMOVED AND REUSED
EXISTING SINGLE WATER SERVICE CONNECTION AND 40 L.F. OF SARANTARY SEWER LINE TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING SINGLE WATER SERVICE CONNECTION TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING DOUBLE WATER SERVICE CONNECTION TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING SINGLE WATER SERVICE CONNECTION TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING DOUBLE WATER SERVICE CONNECTION TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING 8" P.V.C. SANITARY SEWER LINE
EXISTING SANITARY SEWER SERVICE CONNECTION AND 137.4 L.F. OF "EXISTING 8" SANITARY SEWER LINE" TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING SANITARY SEWER SERVICE CONNECTION AND 42 L.F. OF SANITARY SEWER LINE TO BE ABANDONED AND REMOVED BY CONTRACTOR
EXISTING SANITARY SEWER SERVICE CONNECTION

MAP OF PAVING AND DRAINAGE



CALEDONIA ESTATES SUBDIVISION, PHASE II

HIDALGO COUNTY, TEXAS

BEING A 10.55 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF 8.38 ACRES OUT OF LOTS 5 AND 6, MAP OF CALEDONIAN ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 05, PAGE 31, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND, CONSISTING OF 2.17 ACRES COMPRISING LOTS 20 THRU 25, 29 THRU 31, 73, 74 AND 75 AND PORTIONS OF DISHMAN, HUNTLEY AND SHERMAN ROADWAYS, ALL OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS.

DITCH WIDENING CALCULATIONS:

The purpose of the calculations below is to determine the amount of widening needed to provide for an additional storage of 45,747 Cu. Ft. for proposed Caledonia Estates, Phase II, as required by the HCID No. 1.

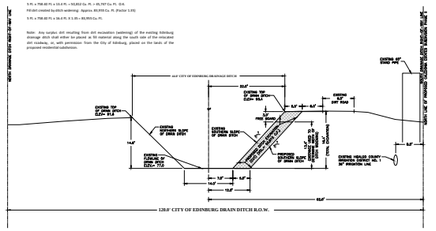
DATA:

Frontage along north side of property: 760 ft.
Depth of existing City of Edinburg ditch: 16.4 ft. (5 Free Board = 3.0 ft.)

CALCULATION:

1. Ft. = 758.60 Ft. x 10.0 Ft. = 45,860 Cu. Ft. > 45,747 Cu. Ft. O.K.
Ft (ditch created by ditch widening: Approx. 60,593 Cu. Ft. (Factor 1.33)
1. Ft. = 758.60 Ft. x 16.0 Ft. X 1.33 = 80,960 Cu. Ft.

Note: Any surplus dirt resulting from dirt excavation (widening) of the existing Edinburg drainage ditch shall either be placed as fill material along the south side of the relocated dirt roadway, or, with permission from the City of Edinburg, placed on the backs of the proposed residential subdivision.


ALL CITY OF EDINBURG DRAINAGE DITCH
EXISTING TOP ELEV.=91.8
EXISTING SLOPE OF GRASS ALONG
EXISTING SLOPE OF GRASS ALONG
EXISTING TOP ELEV.=91.8
PROPOSED SLOPE OF GRASS ALONG
PROPOSED SLOPE OF GRASS ALONG
EXISTING TOP ELEV.=91.8
EXISTING TOP ELEV.=91.8
EXISTING TOP ELEV.=91.8

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **PEREZ ACRES** SUBDIVISION, PRECINCT No. **1** .

ENGINEER FIRM: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **JUAN A. PEREZ**

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

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **322 FT EAST OF VAL VERDE RD, SOUTH SIDE OF ROOSEVELT RD (MILE 12 ½ NORTH)**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-20-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **LOTS WILL BE GRADED TO HAVE A POSITIVE FLOW IN DIRECTION TO ROOSEVELT ROADSIDE DITCH.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. DEDICATION IS REQUIRED BY M.P.O.**

H.C.R.O.W. FINAL APPROVAL DATE: **04-10-15** By, **ROY GONZALEZ** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **04-13-15** By, **ELIZARDO RAMOS,** Environmental Health Division Manager

SEWER SYSTEM: ☒ EXISTING OSSF ON EACH LOT.

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF ROOSEVELT RD.**

H.C.O.E.C. FINAL APPROVAL DATE: **03-30-15** : By **MARTIN RAMIREZ,** ENVIRNMENTAL Compliance Coordinator

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 03, 2015**

STAFF RECOMMENDS:

☐ **Staff Recommending No Action**

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval of the City of* ***DONNA****.*

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

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

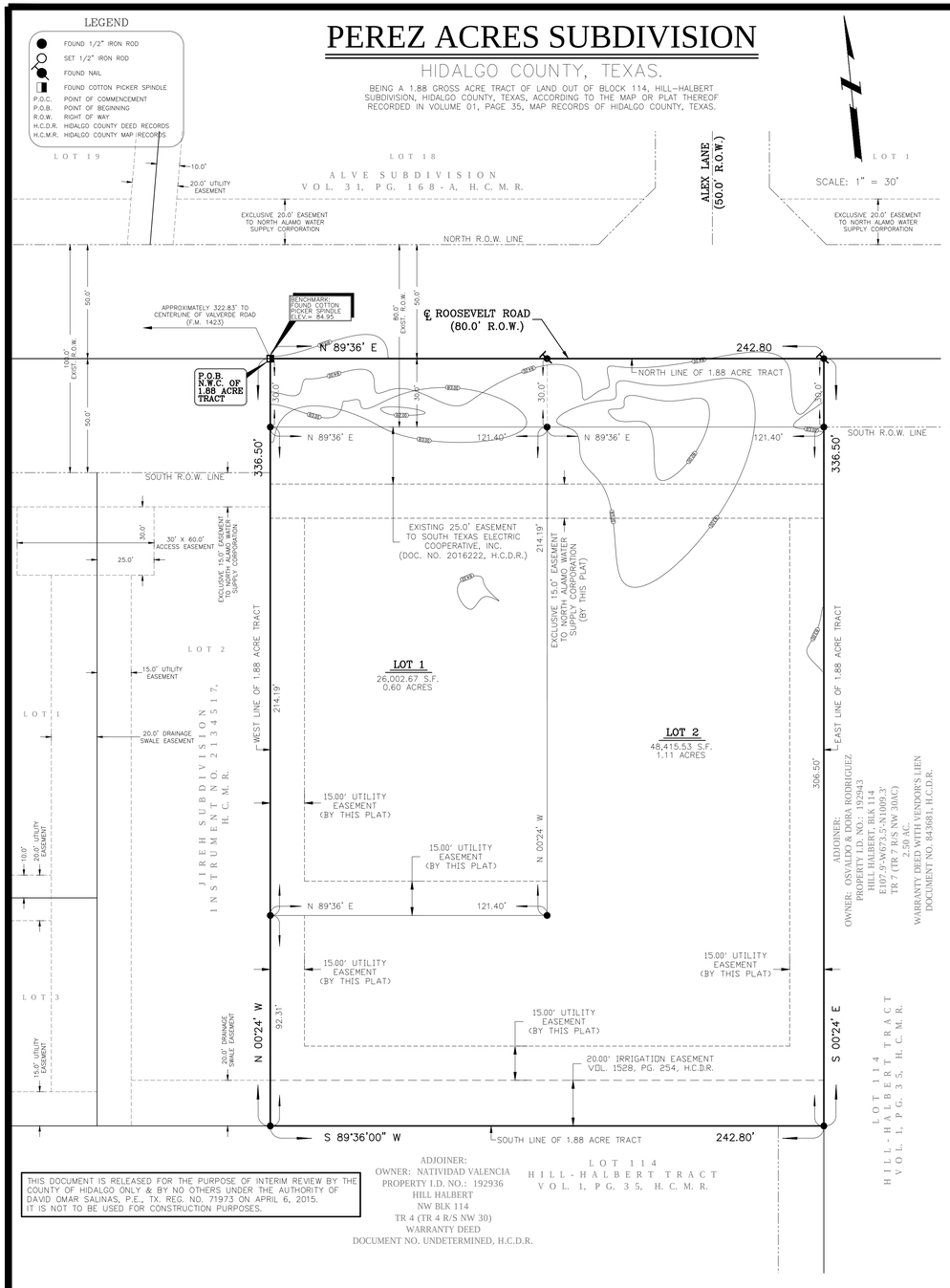
PEREZ ACRES SUBDIVISION

HIDALGO COUNTY, TEXAS.

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND NAIL
- FOUND COTTON PICKER SPINDLE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- H.C.D.R. HIDALGO COUNTY DEED RECORDS
- H.C.M.R. HIDALGO COUNTY MAP RECORDS



THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON APRIL 6, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

DATE: _____

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT No. 1 ON THIS THE_____ DAY OF _____, 2_____.

ATTEST: _____ PRESIDENT _____ SECRETARY

NOTE: THE IRRIGATION LINE AND VALVES ARE NOT PART OF THE DISTRICT'S FACILITIES AND WILL NOT BE MAINTAINED BY THE DISTRICT.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY, STATE, & ZIP CODE	PHONE	FAX
OWNER:	JUAN ANTONIO PEREZ	837 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 784-2386	NONE
OWNER:	ALICIA M. PEREZ	837 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 784-2386	NONE
OWNER:	ARNULFO BARAJAS	829 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 224-4242	NONE
OWNER:	ROSALVA T. BARAJAS	829 W. ROOSEVELT	DONNA, TEXAS, 78537	(956) 224-4242	NONE
ENGINEER:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
SURVEYOR:	DAVID O. SALINAS	2221 DAFFODIL AVE.	McALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

RIGHT OF WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed. In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following: The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this__day of 200___.

_____

DEVELOPER

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT .....50.00' OR GREATER FOR EASEMENTS.
   REAR.....15.00' OR GREATER FOR EASEMENTS.
   SIDE .....6.00' OR GREATER FOR EASEMENTS.

2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "C"
   ZONE "C": AREAS OF MINIMAL 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 NUMBER 480334 0425 C, EFFECTIVE DATE NOVEMBER 16, 1982 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 OR 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 THRU 4127).

3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP 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 APPLICATION FOR CONSTRUCTION TO VERIFY FIRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

4. 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 3,445.68 CUBIC-FEET OR 0.07 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON THIRD SHEET FOR DRAINAGE DETENTION.

5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

6. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOT IS MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

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

8. THE SEPTIC TANK SYSTEM SHALL BE APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO OCCUPANCY OF A LOT WITHIN THIS SUBDIVISION.

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
   THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
   A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPERATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
   B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
   C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
   D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.
   E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10. JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ AND MARIA DE JESUS GALVAN, THE OWNERS & SUBDIVIDERS OF PEREZ ACRES SUBDIVISION, RETAIN AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.

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

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

13. BENCHMARK NOTE:
    THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
    HIDALGO COUNTY B.M. NO. 20 – ELEV. 82.906. DATUM: NORTH AMERICAN DATUM 1983.
    DESCRIPTION: THE BENCHMARK IS A NO. 4 REBAR WITH 3 1/4 BRASS ALUMINUM ALLOY CAP ON TOP, LOCATED NORTH OF THE CENTERLINE OF ROOSEVELT ROAD AND EAST OF THE CENTERLINE OF F.M. 1423. APPROXIMATELY 3 FEET NORTHWEST OF A FIRE HYDRANT.
    LOCAL B.M. – ELEV. 84.95. DATUM: NORTH AMERICAN DATUM 1983.
    DESCRIPTION: THE BENCHMARK IS A FOUND COTTON PICKER SPINDLE, LOCATED AT THE NORTHWEST CORNER OF THIS SUBDIVISION ON THE CENTER OF ROOSEVELT ROAD.

14. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 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. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN, AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

16. OWNERS OF LOTS 1 AND 2 AGREE TO RELOCATE FENCE LINE ALONG ROOSEVELT ROAD (MILE 12 ½ ROAD) AT SUCH TIME THAT THE CITY, COUNTY, OR STATE WIDENS SAID ROAD. THE RELOCATION OF THE FENCE LINE AND WATER METERS SHALL BE ON OR OUTSIDE THE DEDICATED RIGHT OF WAY.

17. 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.

18. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 1 & 2 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

STATE OF TEXAS
COUNTY OF HIDALGO

WE, JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ, ARNULFO BARAJAS AND ROSALVA T. BARAJAS, AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS **PEREZ ACRES SUBDIVISION,** HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC OR ENTITIES, ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: JUAN ANTONIO PEREZ, 837 W. ROOSEVELT, DONNA, TEXAS 78537 — OWNER: ALICIA M. PEREZ, 837 W. ROOSEVELT, DONNA, TEXAS 78537 — OWNER: ARNULFO BARAJAS, 829 W. ROOSEVELT, DONNA, TEXAS 78537 — OWNER: ROSALVA T. BARAJAS, 829 W. ROOSEVELT, DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED JUAN ANTONIO PEREZ AND ALICIA M. PEREZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED ARNULFO BARAJAS AND ROSALVA T. BARAJAS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

OF _____, 2015.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
CITY OF DONNA

THE PLAT OF PEREZ ACRES SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED THIS _____ DAY OF _____ 200___.

_____ _____
MAYOR DATE

STATE OF TEXAS
CITY OF DONNA

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

_____ _____
CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF PEREZ ACRES SUBDIVISION , WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER'S COURT ON _____ 2015.

ATTEST:

_____ _____
HIDALGO COUNTY JUDGE DATE

_____ _____
HIDALGO COUNTY CLERK DATE

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

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

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

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

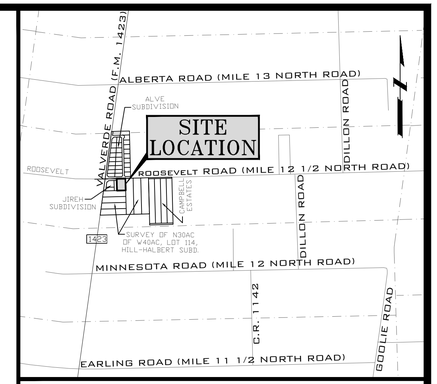
I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX. 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION, AND, FURTHER, DO HEREBY CERTIFY THAT NONE OF THE AREAS BEING PLATTED HEREIN AS **PEREZ ACRES SUBDIVISION,** AS DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____ _____
DAVID OMAR SALINAS, P.E. DATE
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
DAVID O. SALINAS, R.P.L.S. DATE
REG. PROFESSIONAL LAND SURVEYOR #5782



LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – McALLEN, TEXAS 78501
JOB NUMBER: SP-14-23298

DATE OF SURVEY: NOVEMBER 18, 2014
DATE PREPARED: APRIL 06, 2015

PLAT SHEET 1 OF 2

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

PEREZ ACRES SUBDIVISION, IS LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF ROOSEVELT ROAD (MILE 12 ½ NORTH ROAD) AND VALVERDE ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,846). PEREZ ACRES SUBDIVISION, DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF DONNA. IT IS WITHIN THE TWO MILE EXTRATERRITORIAL JURISDICTION OF DONNA UNDER LOCAL GOVERNMENT CODE 42.021 AND IS LOCATED WITHIN PRECINCT NO. 1.

METES AND BOUNDS DESCRIPTION

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.88 ACRE TRACT OF LAND IS MORE PARTICULARY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 60-D NAIL FOUND ON THE NORTHWEST CORNER OF SAID BLOCK 114 LOCATED AT THE INTERSECTION OF VALVERDE AND ROOSEVELT ROAD; THENCE, AS FOLLOWS:

NORTH 89 DEGREES 36 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 322.83 FEET TO A SPINDLE FOUND ON THE NORTHWEST CORNER OF SAID 1.88 ACRE TRACT LOCATED IN THE CENTER OF SAID ROOSEVELT ROAD FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 89 DEGREES 36 MINUTES EAST, CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 242.80 FEET TO A 60-D NAIL FOUND ON THE NORTHEAST CORNER OF SAID 1.88 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 00 DEGREES 24 MINUTES EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT ROAD, AT A DISTANCE OF 336.50 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 89 DEGREES 36 MINUTES WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID BLOCK 114, A DISTANCE OF 242.80 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 00 DEGREES 24 MINUTES WEST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL, A DISTANCE OF 306.50 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID ROOSEVELT ROAD, AT A DISTANCE OF 336.50 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 1.88 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET (OR 0.17 ACRES, MORE OR LESS) ARE LOCATED WITHIN THE RIGHT-OF-WAY OF SAID ROOSEVELT ROAD, LEAVING 1.71 NET ACRES OF LAND, MORE OR LESS.

BASE BEARING: NORTH LINE OF SAID BLOCK 114.
N:\SUBDIVISIONPLATS\PEREZ.ACRES.SUB\1.88.111814

INDEX SHEET OF PEREZ ACRES SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)

PEREZ ACRES SUBDIVISION

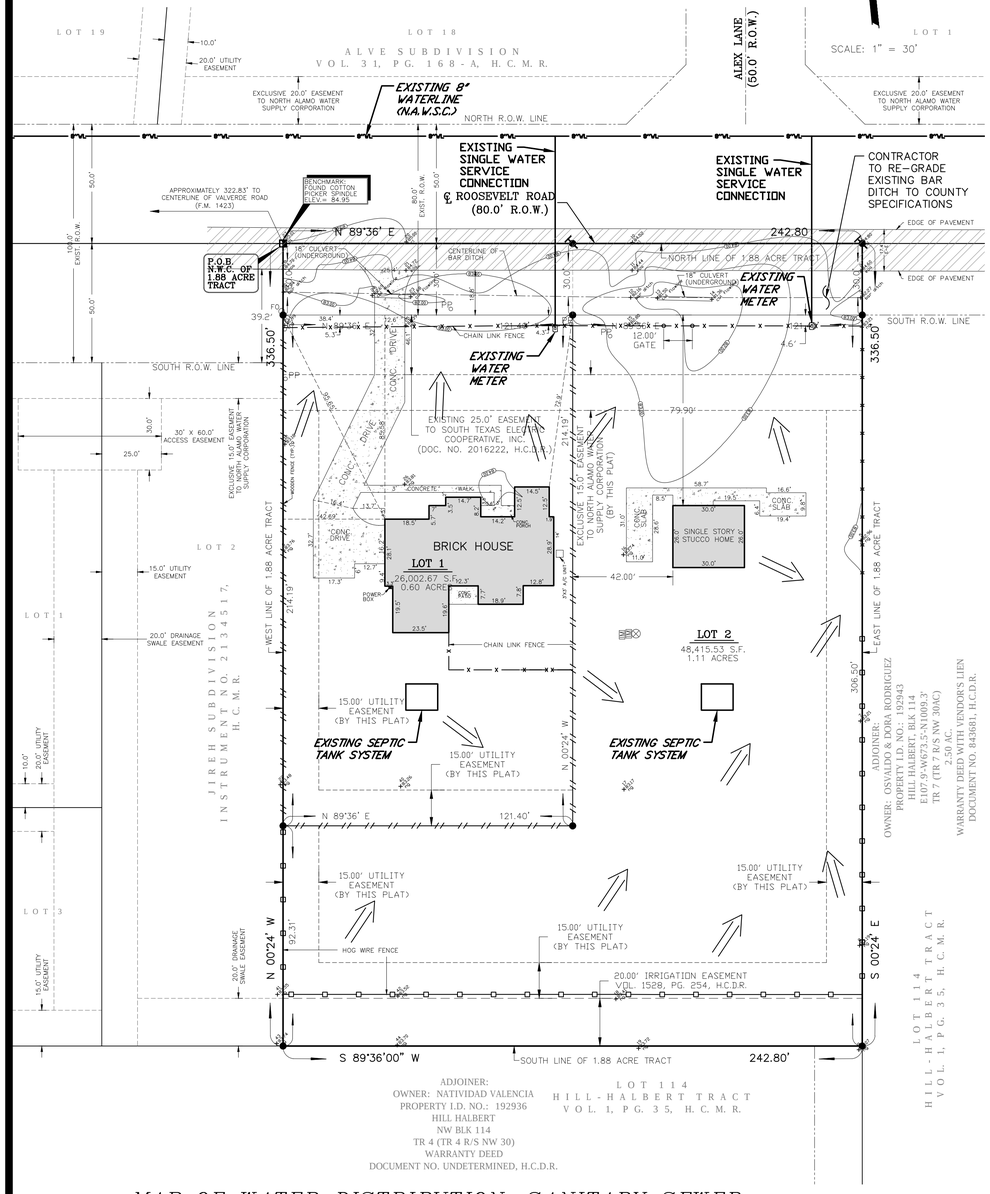
HIDALGO COUNTY, TEXAS.

BEING A 1.88 GROSS ACRE TRACT OF LAND OUT OF BLOCK 114, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 35, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND NAIL
- FOUND COTTON PICKER SPINDLE
- FIBER OPTIC CABLE SIGN
- IRRIGATION METER
- IRRIGATION VALVE
- POWER POLE

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT OF WAY
H.C.D.R. HIDALGO COUNTY DEED RECORDS
H.C.M.R. HIDALGO COUNTY MAP RECORDS



MAP OF WATER DISTRIBUTION, SANITARY SEWER COLLECTION, TOPOGRAPHY AND DRAINAGE

FINAL ENGINEERING REPORT FOR PEREZ ACRES SUBDIVISION:

BY DAVID O. SALINAS, P.E.

PEREZ ACRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING EAST AND WEST ON THE NORTH SIDE OF ROOSEVELT ROAD. THERE IS AN EXISTING SINGLE WATER SERVICE CONNECTION FROM THE EXISTING 8" DIAMETER WATERLINE WHICH RUNS TO AN EXISTING WATER METER ON EACH PROPOSED LOT OF PEREZ ACRES SUBDIVISION. THEREFORE, THERE ARE NO PROPOSED WATER IMPROVEMENTS.

THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $0.00 WHICH COVERS THE $0.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. THE SUBDIVIDER HAS NOT INSTALLED ANY FIRE HYDRANTS.

UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM PEREZ ACRES SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE EXISTING SEPTIC TANKS ON EACH PROPOSED LOT AND SUBMITTED A REPORT CONCLUDING THAT THE SEPTIC TANKS ARE IN GOOD CONDITION AND ARE SUITABLE FOR CONTINUED USE. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT.

THEREFORE, THERE ARE NO PROPOSED SANITARY SEWER IMPROVEMENTS.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:
WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS. THE SUBDIVIDER HAS PAID A TOTAL OF $0.00 TO N.A.W.S.C. TO COVER THE COSTS OF METER INSTALLATION.
SEWAGE FACILITIES– SEPTIC SYSTEMS HAVE BEEN INSTALLED FOR THE ENTIRE SUBDIVISION.

DAVID O. SALINAS
P.E. 71973

DATE

REPORTE FINAL DE INGENERIA PARA PEREZ ACRES SUBDIVISION:

BY DAVID O. SALINAS, P.E.

LA SUBDIVISION PEREZ ACRES SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA NORTH ALAMO (N.A.W.S.C.). EL DUENO DE LA SUBDIVISION Y LA COMPAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO, EN EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. TENDRA QUE PRESENTAR 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 DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE ESTE Y OESTE EN EL LADO NORTE DE LA CALLE ROOSEVELT ROAD. HAY UN SERVICIO SENCILLO EXISTENTE QUE SALE DE LA LINEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE HACIA EL MEDIDOR MECHANICO EXISTENTE EN CADA LOTE PROPUESTO DE LA SUBDIVISION PEREZ ACRES SUBDIVISION.

ENTONCES, NO HAY MEJORAS DE AGUA PROPUESTAS.

EL DUENO TAMBIEN LE HA PAGADO A N.A.W.S.C. LA CANTIDAD DE US$0.00 QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE, O US$0.00 POR LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DE CADA MEDIDOR DE AGUA Y LOS GASTOS DE CONEXION. EL DUENO DE LA SUBDIVISION TAMBIEN NO HA INSTALADO BOCAS DE RIEGO (FIRE HYDRANT).

CUANDO EL DUENO DEL LOTE SOLICITE UN MEDIDOR, LA COMPANIA N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO. SE HAN APROBADO LAS INSTALACIONES DE AGUA ENTERAS Y ACEPTADO POR N.A.W.S.C. Y EL SISTEMA DE DISTRIBUCION DICHO ES OPERABLE DESDE LA FECHA DE LA REGISTRACION DEL PLAT.

DRENAJE: Descripcion, Gastos y Fecha de inicio para facilitar el drenaje para la subdivision

SE INSTALO UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO, AUTOR DE ESTE DOCUMENTO, HA EVALUADO LOS EXISTENTES TANQUES SEPTICOS EN CADA SOLAR PROPUESTO DE LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE LOS TANQUES SEPTICOS ESTAN EN BUENA CONDICION Y SON ADECUADOS PARA USO CONTINUO. EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT).

ENTONCES, NO HAY MEJORAS DE DRENAJE SANITARIO PROPUESTAS.

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 INSTALADO Y COMPLETAMENTE CONSTRUIDO, CON LOS MEDIDORES MECANICOS DE AGUA. EL DUEÑO DE LA SUBDIVISION LE HA PAGADO UN TOTAL DE US$0.00 A LA COMPAÑIA NORTH ALAMO W.S.C. PARA LA INSTALACION DE LOS MEDIDORES MECANICOS DE AGUA.
DRENAJE: FOSAS SEPTICAS HAN SIDO INSTALADAS PARA TODA LA SUBDIVISION.

DAVID O. SALINAS
P.E. 71973

FECHA

David Omar Salinas, P.E., R.P.L.S.
Salinas Engineering & Associates
2221 Daffodil Ave.
McAllen, Texas 78501
(956) 682-9081
(956) 686-1489 Facsimile
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dsalinas.sea@sbcglobal.net

DRAINAGE REPORT
PEREZ ACRES SUBDIVISION
CITY OF DONNA EXTRATERRITORIAL JURISDICTION
HIDALGO COUNTY, TEXAS

NOVEMBER 18, 2014

Proposed Perez Acres Subdivision is a two residential lot consisting of 1.88 Gross (1.71 Net) Acres out of Block 114, Hill–Halbert Tract located approximately 450 feet east of Valverde Road along the south side of Roosevelt Drive. The subject property is owned by two different property owners – to the west side 0.68 Gross Acres and to the east side 1.20 Gross Acres. Both owners are coming together to plat both properties.

This 1.88 Gross acre tract is bound on the north side by Roosevelt Drive and is bound by another residential homesite to the east and a commercial business to the west. Other open un–developed lands are located south of this site with a 20.0 foot irrigation district comprising the south 20.0 feet of this 1.88 Gross acre tract. Roosevelt Drive is a county roadway sitting on a variable right–of–way and is improved with 24 feet of black top roadway improvements. Roosevelt Drive also has a bar ditch in front of this property.

Because this site is evenly sloped with almost not slope in either direction, it is essentially a flat site. An estimated Avg. slope = 0.10 with no sudden changes in slope or ground directions. In addition, the existing homesteads on each of the two properties will continue as homesteads. The purpose for platting is so that the home on the 1.20 acre tract can be demolished and a new home built in the same location.

The site has some normal vegetation and some trees on each of the two properties. In addition to the homes, there are sidewalks and driveways unlike most residential construction. Roosevelt Drive has a bar ditch on both sides. The two driveways located on each of the two properties have driveway culverts to permit the passage of water from one side of the bar ditch to the other. Both culverts appear to be improved with 18" storm sewer pipe. Other than the bar ditches and culverts, there are no other storm sewer improvements – either private or public.

The lands occupied by the proposed site are located in part within Zone "C" according to the FIRM dated November 16, 1982 – Community Panel No. 480334 0425C. A review of Sheet 96 of the Soils Survey of Hidalgo County, Texas, reveals that the underlying conditions of the subject property consist of a Hidalgo sandy clay loam with slopes between 0 and 1 percent. These kinds of soils are well drained and surface runoff is slow. Permeabilities are moderate and the available water capacity is high.

Cross section elevations of the subject property reveal that drainage is via overland flow in a southerly direction away from Roosevelt Drive. However, natural ground grades are nearly flat with an average slope of < or equal to 0.10%over an average drainage run of approximately 306.50 feet over. During a heavy rainfall event – a saturated condition – drainage waters will in all likelihood pond on the site. Any waters from Roosevelt Drive will flow into the bar ditches and flow westerly toward Valverde Road.

In accordance with the drainage policies of the City of Donna and the County of Hidalgo, the subdivision shall be required to detain on–site the total volume of water created by the post–development of this property. Using an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.35 (conservative), an average drainage run of 306.50 feet, an area of 1.71 net acres for the entire site at an average slope of 0.10%, it was computed that the ultimate improved condition would produce an additional volume of 3,445.68 Cubic Feet (or 0.07 Acre–Feet) of drainage waters. This is a volume of water less than ½ inch if spread out evenly over the entire 1.71 Net acre site. Based on the hydrograph, the subdivider is required to limit the amount off–site discharge from this 1.71 Net acre site to 1.09 CFS, the current drainage condition – Qex. Detention of the minimum 3,445.68 cubic feet of drainage waters shall accomplished within the existing green areas – no swales are needed as the proposed improved condition is the same as the existing condition.

No proposed additional roadway improvements are being proposed for Roosevelt Drive although 20.0 feet of additional right–of–way to the south side of Valverde Drive are being dedicated by the plat.

November 18, 2014

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "C" – Areas of minimal flooding (no shading), (Community–Panel No. 480334 0425 C – Map revised November 16, 1982)

David Omar Salinas,
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782

DATE

SUBDIVIDER CERTIFICATION:

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

SUBDIVIDER STATEMENT:

1.– JUAN ANTONIO PEREZ AND WIFE, ALICIA M. PEREZ, SUBDIVIDERS OF PEREZ ACRES 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 AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

JUAN ANTONIO PEREZ — ALICIA M. PEREZ

ARNULFO BARAJAS — ROSALVA T. BARAJAS

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JUAN ANTONIO PEREZ AND ALICIA M. PEREZ, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ARNULFO BARAJAS AND ROSALVA T. BARAJAS, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

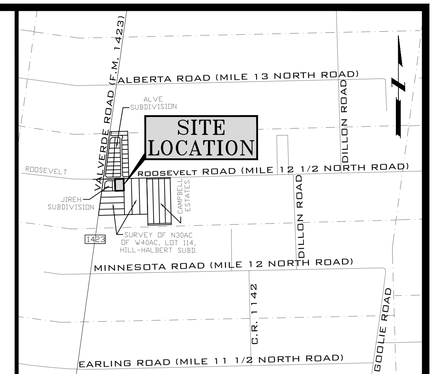
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2015.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON APRIL 6, 2015. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.



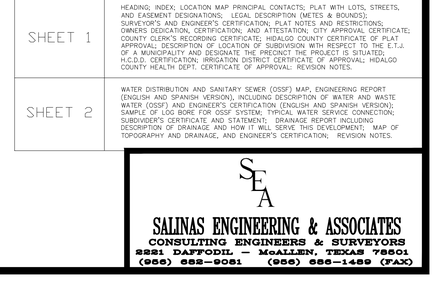
LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP–14–23298

DATE OF SURVEY: NOVEMBER 18, 2014
DATE PREPARED: APRIL 06, 2015

PLAT SHEET 2 OF 2

LOT DETAIL (TYPICAL)
N.T.S.



LEGEND
- = DENOTES PROPOSED SEPTIC AND DRAIN FIELD SYSTEM
- = DENOTES PROPOSED WATER METER LOCATION

SEPTIC TANK – 2–500 GALLON SYSTEM
SOIL ABSORPTION FIELD – 190 SQ. FT.
THIS IS BASED ON A 3 BEDROOM STRUCTURE

LEYENDA
- = DENOTA PROPUESTO SEPTICO Y SITEMA DE CAMPO DE DESAGUE
- = DENOTA MEDIDOR DE AGUA PROPUESTO

TANQUE SEPTICO – 2–500 SYSTEMA DE GALON
CAMPO ABSORPCION DE LA TIERRA– 190 SQ. FT.
ESTO SE BASE EN UNA ESTRUCTURA DE 3 DORMITORIOS.

COST ESTIMATE CHART	
COST ESTIMATE	
PAVING IMPROVEMENTS:	$ N/A
DRAINAGE IMPROVEMENTS:	$ N/A
WATER DISTRIBUTION:	$ N/A
SANITARY SEWER IMPROVEMENTS/OSSF:	$ N/A
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ N/A
DRENAJE PLUVIAL:	$ N/A
SERVICIO DE AGUA POTABLE:	$ N/A
SERVICIO DE DRENAJE SANITARIO:	$ N/A

INDEX SHEET OF PEREZ ACRES SUBDIVISION

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SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER'S CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – MCALLEN, TEXAS 78501
(956) 682–9081 (956) 686–1489 (FAX)

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **TAMEZ & GARCIA'S** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **VICTOR MANUEL TAMEZ**

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

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **EAST OF MILE 2 ½ EAST RD APPROXIMATELY ¼ MILE SOUTH OF MILE 9 NORTH.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-23-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

ROAD R.O.W. DEDICATION: **15 FEET TO MILE 2 ½ EAST**

H.C.R.O.W. FINAL APPROVAL DATE: **04-07-15** : By, **ROY GONZALEZ** PCT 1 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **04-24-14** by: **ELIZARDO "CHARDO" RAMOS**, Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **CITY OF MERCEDES** LINE SIZE: **8"** LOCATION: **MILE 2 ½ EAST**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **MILE 2 ½ EAST ROAD**

H.C.O.E.C. FINAL APPROVAL DATE: **05-08-14 .**: By **MARTIN RAMIREZ**, Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **AUGUST 25, 2014**

STAFF RECOMMENDS:

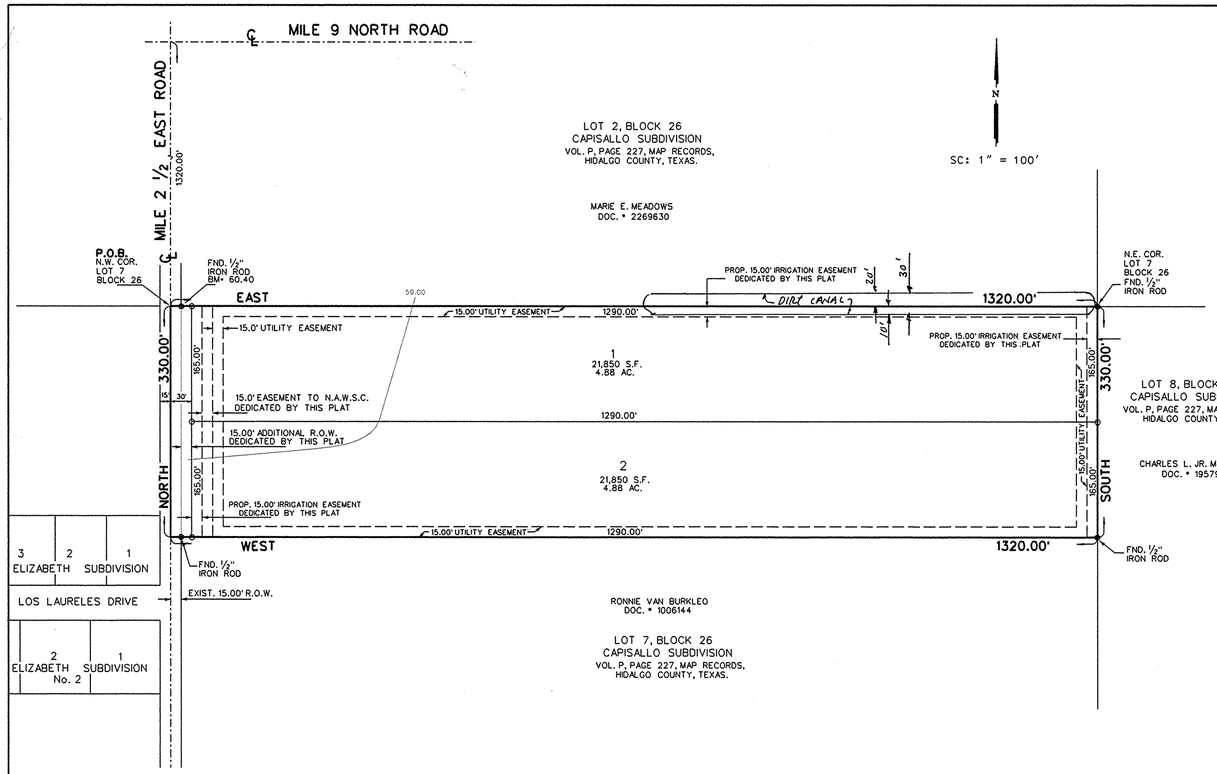
☐ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the* ***City of Mercedes***

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

* *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.*

TAMEZ AND GARCIA'S SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 330.00 FEET OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS. AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2433974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 21ST DAY OF JULY ,2014.

Victor Tamez
OWNER:VICTOR MANUEL TAMEZ
ADDRESS: 853 HACKBERRY ST
PORT LAVACA, TEXAS. 77979

Mayra Tamez
OWNER: MAYRA SAN JUANITA TAMEZ
ADDRESS: 853 HACKBERRY ST
PORT LAVACA, TEXAS. 77979

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

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ , 2015.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____ , _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

THE COUNTY OF HIDALGO TEXAS

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

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

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ OWNERS OF THE 10.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TAMEZ AND GARCIA'S SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

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

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

Victor Tamez
OWNER:VICTOR MANUEL TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

Mayra Tamez
OWNER: MAYRA SAN JUANITA TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 21ST DAY OF JULY , 2014

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS 27TH DAY OF FEB , 2015

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID • 9 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID • 9. NOTE: IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE. NOTE: HCCID • 9 WILL NOT BE RESPONSIBLE FOR DRAINAGE OF DELIVERTY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED THIS WILL NOT BE AT THE DISTRICTS EXPENSE. ALSO THERE WILL NOT BE ANY PERMANET STRUCTURES ON DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

R. J. Hinojosa
GENERAL MANAGER

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: _____

UNDER LOCAL GOVERNMENT CODE 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCEDES.

_____ 9-2-2014
MAYOR OF THE CITY OF MERCEDES DATE

ATTEST: _____ 9-2-2014
SECRETARY OF THE CITY OF MERCEDES DATE

THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES TEXAS ABND IS HEREBY APPROVED BY SUCH

COMMISSION DATED THIS 7TH DAY OF JULY 2014

_____ 9/8/14
SECRETARY DATE

_____ 9/8/14
CHAIRMAN DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

Homero Luis Gutierrez RPLS 03/09/2015
HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS REGISTERED HOMERO LUIS GUTIERREZ 2791 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

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

Guillermo A. Arratia, P.E. 7/9/14
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

SHEET 1 OF 2

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
   FRONT 45.0'
   SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
   REAR 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
   ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
   O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
   ^ -DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION -60.40' TOP OF ½" IRON ROD LOCATED AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION: ZONE "X"
   AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
   C.P.N. 480334 0450 C
   MAP REVISED: JUNE 6, 2000.
   REVISED TO REFLECT LOMR DATED: MAY 30, 2002
   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3.3212 CUBIC -FEET 0.75 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

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

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

9. THERE IS A WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

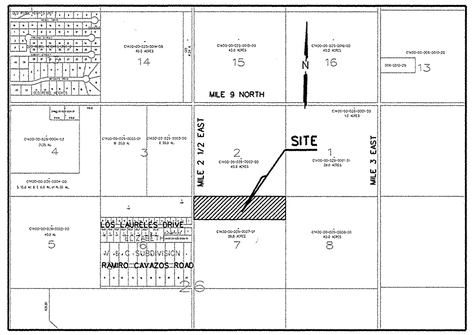
10. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

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

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

14. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.



LOCATION MAP SCALE: 1"= 1000'

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

TAMEZ AND GARCIA'S SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 ½ EAST, ¼ MILE SOUTH OF MILE 9 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). TAMEZ AND GARCIA'S SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	VICTOR MANUEL TAMEZ	1602 E 25TH ST	WESALCO, TX. 78596	(361) 482-7133
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: APRIL 15, 2014

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

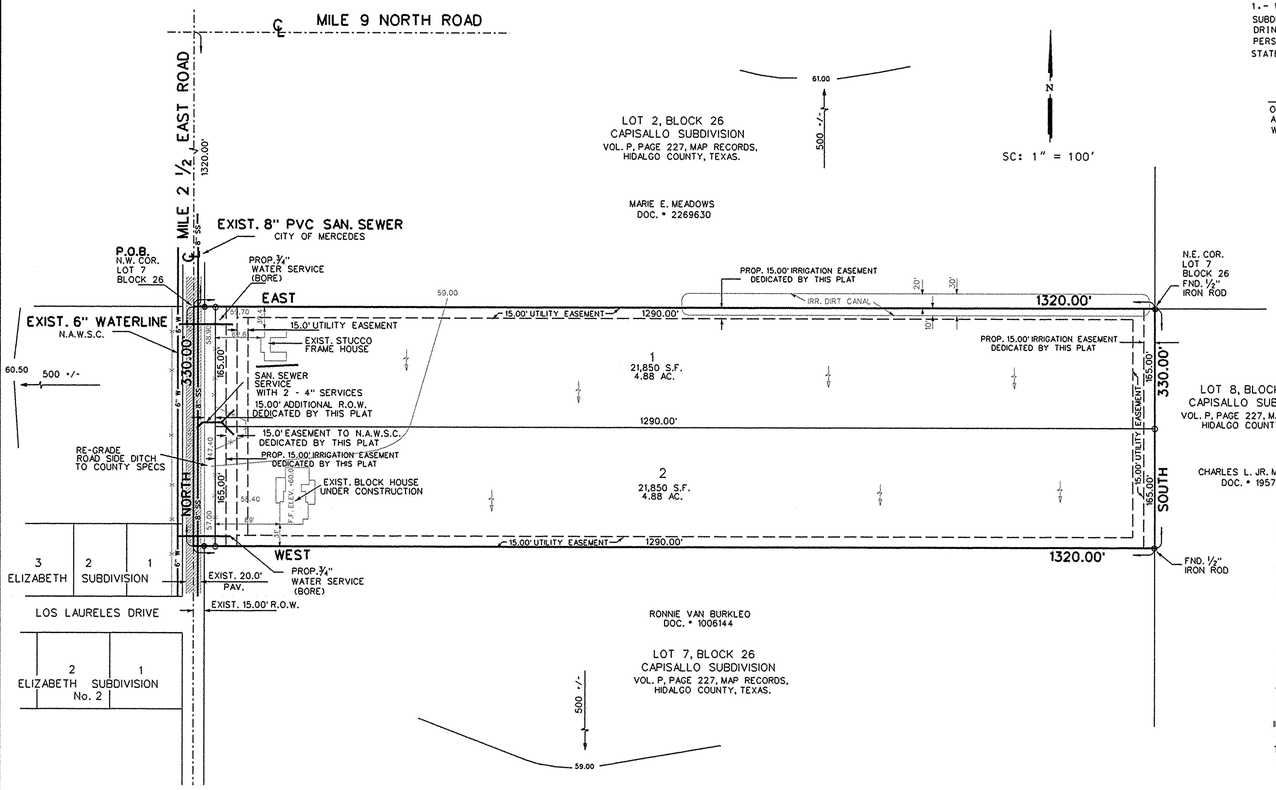
INDEX TO SHEET OF TAMEZ AND GARCIA'S SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND
	RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. CERTIFICATION: C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL: REVISION NOTES: H.C.M.D.
SHEET 2	WATER DISTRIBUTION AND SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY
	SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT: A MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

TAMEZ AND GARCIA'S SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 330.00 FEET OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS. AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2433974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

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

SUBDIVIDER STATEMENT:

1.- WE VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ SUBDIVIDERS OF TAMEZ AND GARCIA SUBDIVISION SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER:VICTOR MANUEL TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

OWNER: MAYRA SAN JUANITA TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

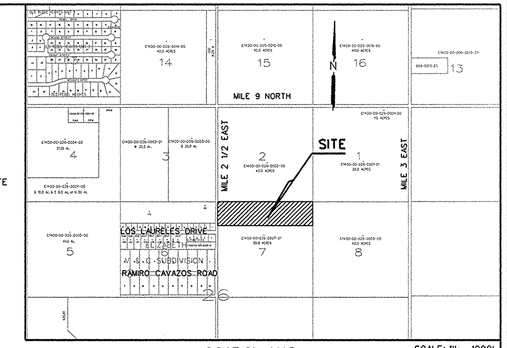
STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 4th DAY OF April, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS



LOCATION MAP SCALE: 1"= 1000'

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

TAMEZ AND GARCIA'S SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 1/2 EAST, 1/4 MILE SOUTH OF MILE 9 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). TAMEZ AND GARCIA'S SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

APRIL 18, 2014
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

TAMEZ AND GARCIA'S SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE EAST SIDE OF MILE 2 1/2 EAST ROAD, 1/4 MILE SOUTH OF MILE 9 NOTRTH ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X";
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002

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

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (3.81 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL/COMMERCIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 10 CFS, I HAVE CALCULATED THAT 32,712 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

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

LA SUBDIVISION DE TAMEZ AND GARCIA'S SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO DE LA CIUDAD DE MERCEDES, EL DUENO DE LA SUBDIVISION Y LA CIUDAD DE MERCEDES HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE DRENAJE SANITARIO POR LOS PROXIMOS 30 ANOS. LA CIUDAD DE MERCEDES HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE DRENAJE SANITARIO PARA LA SUBDIVISION DE TAMEZ AND GARCIA SUBDIVISION CONSISTE DE UN CONDUCTO EXISTENTE DE 8 PULGADAS QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA DE LA CARRETERA MILE 2 1/2 EAST

LA LINEA DE 8 PULGADAS, UN SERVICIO DE 6 PULGADAS SERAN INSTALADOS A UN COSTO DE $ 2,500.00, ADEMAS EL DUENO DE LA SUBDIVISION HA PAGADO A LA CIUDAD DE MERCEDES $600.00 DE ACUERDO AL CONTRATO DE LA CONSTRUCCION DE LA SUBDIVISION, QUE CUBRE LOS SERVICIOS Y CUALQUIER OTROS COBROS QUE SE ASOCIEN CO LA NECESIDAD DEL SERVICIO DEL DRENAJE, Y ESTARA EN FUNCIONAMIENTO COMPLETO ANTES DE LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICATION:

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 4,750.00
DENAJE: SE ESTIMA QUE LOS SERVICIOS DE DRENAJE COSTARAN $ 2,500.00 PARA LA SUBDIVISION..

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 4/4/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

TAMEZ AND GARCIA'S SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 6 " DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF MILE 2 1/2 EAST ROAD

WATER DISTRIBUTION FOR TAMEZ AND GARCIA'S SUBDIVISION CONSIST OF A PROPOSED 2- 3/4" DIAMETER SINGLE WATER SERVICE VIA BORE , SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $2,500, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $2,250.00, WHICH COVERS THE COST FOR LOTS AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

TAMEZ AND GARCIA'S SUBDIVISION WILL BE TREATED BY WASTE WATER SERVICE FROM THE CITY OF MERCEDES . THE SUBDIVIDER AND THE CITY OF MERCEDES HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF MERCEDES HAS PROMISED TO PROVIDE SUFFICIENT WASTE WATER FOR AT LEAST 30 YEARS AND THE CITY OF MERCEDES HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITIY AND QUALITY OF THE AVAILABLE WASTE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF MERCEDES HAS AN EXISTING 8 INCH SANITARY SEWER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF MILE 2 1/2 EAST THE WASTE WATER SYSTEM FOR TAMEZ AND GARCIA SUBDIVISION CONSIST OF ONE 6 INCH WITH TWO 4 INCHES SANITARY SEWER SERVICES THAT TAPS INTO THE EXISTING 8 INCH LINE.

THE 6 INCH SEWER SERVICE WITH 2- 4 INCH SERVICE LINES WILL BE INSTALLED AT A TOTAL COST OF $ 2,500.00
TO COVER THE COST FOR THE AFOREMENTIONED WASTE WATER DISTRIBUTION SYSTEM. IN ADDITION THE SUBDIVIDER HAS PAID THE CITY OF MERCEDES THE SUM OF $600.00 WHICH COVERS THE $300.00 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 MERCEDES. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF MERCEDES AND SAID SEWER SERVICES ARE OPERABLE AS OF THE DATE OF THE RECORDING PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 4,750.00
SEWAGE FACILITIES - SANITARY SEWER SERVICES HAS BEEN INSTALLED AT A TOTAL COST OF $ 2,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

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

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE TAMEZ AND GARCIA'S SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 2 1/2 EAST ROAD

PARA LA DISTRIBUCION DEL AGUA PARA TAMEZ AND GARCIA'S SUBDIVISION SE INSTALARAN DOS CONDUCTOS DE 3/4 PULGADA DEDIAMETRO PARA Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 2,500.00
EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $ 2,250.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION, CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 4/4/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 4,750.00
SAN. SEWER SERV.	$ 2,500.00
DRAINAGE	$ 000.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	VICTOR MANUEL TAMEZ	1602 E 25TH ST	WESALCO, TX. 78596	(361) 482-7133
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537,	(956) 784-0218
SURVEYOR:	HOMERO L. GUTIERREZ	2800 SAN DIEGO	MISSION, TEXAS 78572	(956) 583-5479

DATE OF PREPARATION: APRIL 15, 2014

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

SHEET 2 OF 2

INDEX TO SHEET OF TAMEZ AND GARCIA'S SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED:
	H.C.D.D. CERTIFICATION: C.C.I.D. NO. 9 CERTIFICATE
	OF APPROVAL: REVISION NOTES, M.C.H.D.
SHEET 2	WATER DISTRIBUTION AND SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY
	SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **VEGAS TOWER RANCHES** SUBDIVISION, PRECINCT No. **4**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD A. GARZA**

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

NUMBER OF LOTS: **68** ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY ___ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: **WEST OF TOWER RD, APPROXIMATELY 300 FEET NORTH OF ALBERTA RD**

SUBDIVISION LIES WITHIN THE: ☒*The Rural Area of the County*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **05-08-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE NETWORK DISCHARGING INTO THE COUNTY'S "TRENTON DRAIN DITCH"**

ROAD R.O.W. DEDICATION: **20 FEET TO TOWER RD**

H.C.R.O.W. FINAL APPROVED DATE: **03-09-2015**: By **JESSE OZUNA** PCT 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **ISAAC MATA**
☒OSSF HAS BEEN ESCROWED WITH HIDALGO COUNTY

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **TOWER RD**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* ***102,000.00*** *For:* ☒*OSSF(S)* ***68*** ☐PAVING ☐DRAINAGE ☐STREET SIGNS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***JUNE 30, 2014***

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject comments and future recommendations by planning and 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:

VEGAS TOWER RANCHES

A 39.99 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2526718 AND 2526719, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 39.99 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2526718 AND 2526719, 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 EAST LINE OF LOT 2 AND IN THE CENTERLINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF TOWER–NORTH SUBDIVISION (RECORDED IN VOLUME 23, PAGE 169A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08°31'51" W, 990.14 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 2 AND THE CENTERLINE OF TOWER ROAD, PASSING A COTTON PICKER SPINDLE FOUND AT 330.00 FEET FOR THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF LOT 7, AND CONTINUING ALONG THE EAST LINE OF LOT 7 AND THE CENTERLINE OF TOWER ROAD, A TOTAL DISTANCE OF 939.75 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT (A 0.115 OF AN ACRE TRACT OUT OF LOT 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2511181, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION SUPPLY TRACT, PASSING AT 30.00 FEET THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT, PASSING AT 70.00 FEET THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 100.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 7 AND IN THE CENTERLINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 7 AND THE CENTERLINE OF TOWER ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF ALBERTA TERRACE (RECORDED IN VOLUME 27, PAGE 67A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF ALBERTA TERRACE, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 7 AND ON THE EAST RIGHT OF WAY LINE OF HELEN ROAD FOR THE NORTHWEST CORNER OF ALBERTA TERRACE AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE WEST LINE OF LOT 7 AND THE EAST RIGHT OF WAY LINE OF HELEN ROAD, A DISTANCE OF 824.75 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE COUNTY OF HIDALGO TRACT (A 4.89 ACRE TRACT OUT OF LOT 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO RIGHT OF WAY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2285944, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE COUNTY OF HIDALGO TRACT, A DISTANCE OF 1,290.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE COUNTY OF HIDALGO TRACT AND THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 7 FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF LOT 7 AND NORTH THE NORTH LINE OF THE COUNTY OF HIDALGO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 1,290.00 FEET FOR THE SOUTHEAST CORNER OF LOT 1, THE SOUTHWEST CORNER OF LOT 2, THE NORTHWEST CORNER OF LOT 7, THE NORTHWEST CORNER OF THE COUNTY OF HIDALGO TRACT, AND CONTINUING ALONG THE SOUTH LINE OF LOT 1, A TOTAL DISTANCE OF 1,620.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF THE EUGENIO PEREZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO AFFIDAVIT OF HEIRSHIP RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1849960, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE EUGENIO PEREZ TRACT, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF THE ALONZO JAVIER CHAVEZ TRACT (THE NORTH 5.0 ACRES OF THE EAST 10.0 ACRES OF THE EAST HALF OF LOT 1, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED WITH LIFE ESTATE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2050857, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE ALONZO JAVIER CHAVEZ TRACT, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED F.N.M. FOUND ON THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2 FOR THE SOUTHEAST CORNER OF SAID TRACT, THE NORTHWEST CORNER OF TOWER–NORTH SUBDIVISION FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 1, THE WEST LINE OF LOT 2, AND THE WEST LINE OF TOWER–NORTH SUBDIVISION, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF TOWER–NORTH SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF TOWER–NORTH SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF WEST DRIVE, PASSING A 1/2" IRON ROD FOUND AT 1,290.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, 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

APRIL 9, 2014
DATE

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "B"
AREAS BETWEEN LIMITS OF THE 100–YEAR AND 500–YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100–YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:

FRONT –TOWER ROAD	50.00 FEET
FRONT	25.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	20.00 FEET

OR EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

3.– TWO EXISTING WET WELLS LOCATED WITHIN THE SUBDIVISION WERE PLUGGED DURING THE CONSTRUCTION OF THE SUBDIVISION

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 93.46 SQUARE CUT ON TOP OF CONCRETE MADE LOCATED 469.46' SOUTH AND 121.65' WEST FROM THE NORTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.
B.M. NO. 2 ELEVATION= 92.45 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 43. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 69,437.58 CUBIC –FEET (1.59 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND • – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER 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.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI–FAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

12.– THE OWNER & SUBDIVIDER OF VEGAS TOWER RANCHES RETAINS AN BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

13.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING ON LOTS 1–25 AND 32–63. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

14.– 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 AND MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15.– LOTS 26–31 AND 64–67 CAN BE RESIDENTIAL, COMMERCIAL OR MULTIFAMILY USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

15.– LOT 68 CAN BE RESIDENTIAL OR MULTIFAMILY USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

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 theref 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. 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 5th day of March 2015

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF VEGAS TOWER RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: LOT, DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 2 CERTIFICATION; HIDALGO COUNTY JUDGE CERTIFICATION; REVISION NOTES.

SHEET 2.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 3.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 4.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO, Ltd., AS OWNER OF OF THE 39.99 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED VEGAS TOWER RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

3.5.15
DATE

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT LLC, PARTNER OF GARCO,, Ltd. 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 5th day of March, 2015.

NEYDA S. RAMIREZ — Notary Public, State of Texas — My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the VEGAS TOWER RANCHES, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS _____ DAY OF _____, 20___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS), SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT

ATTEST: SECRETARY

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED — PROFESSIONAL — ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

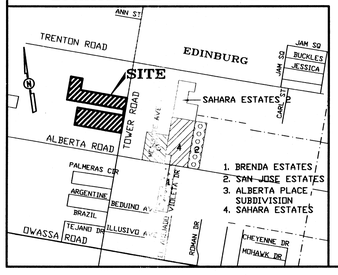
P.E. 12-29-14
DATE

THE COUNTY OF HIDALGO — TEXAS

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

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

LOCATION MAP SCALE 1:2000



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

VEGAS TOWER RANCHES, IS LOCATED IN MIDDLE OF HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND WEST SIDE OF TOWER ROAD, APPROXIMATELY 330.00 FEET NORTH OF SAID 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), VEGAS TOWER RANCHES, LIES APPROXIMATELY 2.0 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S THREE–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383–6295	(956)381–9121
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

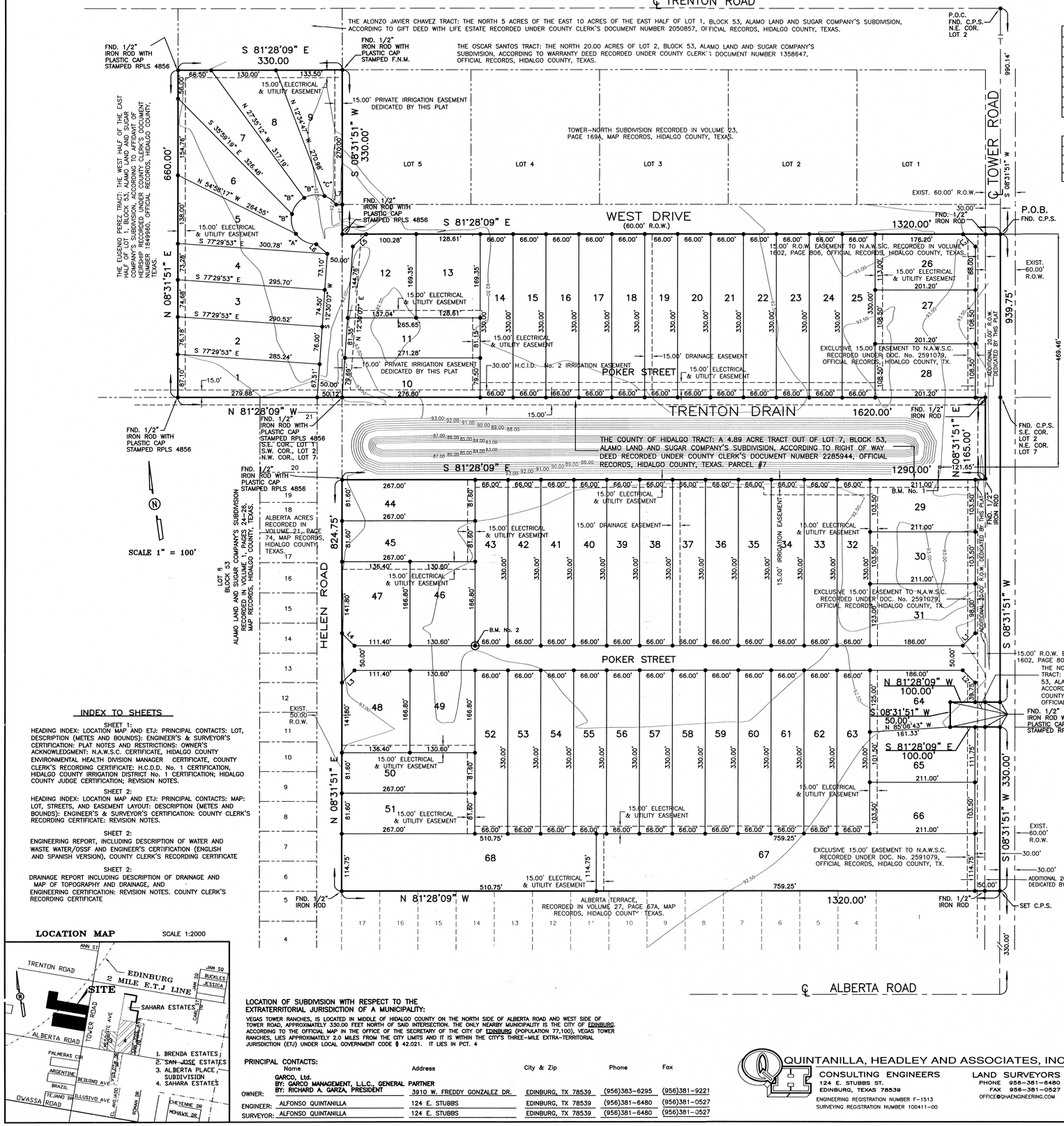
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: APRIL 9, 2014

SHEET NO. 1 OF 4 SHEETS

FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\VEGAS TOWER RANCHES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APRIL 9, 2014	LG	A.Q.	A.Q.
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
12-29-14	M.G.	A.Q.	A.Q.



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°31'51" W	35.36'
L2	S 36°28'09" E	35.36'
L3	N 53°31'51" E	35.36'
L4	N 36°28'09" W	35.36'
L5	N 55°30'59" E	36.56'
L6	N 40°12'21" W	29.71'
L7	N 81°28'09" W	12.37'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	54°56'47"	50.00'	47.95'
"B"	48°07'38"	50.00'	42.00'
"C"	33°53'49"	50.00'	29.58'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21816.22	0.501
2	21878.70	0.502
3	21836.07	0.501
4	21800.25	0.500
5	21787.55	0.500
6	21866.68	0.502
7	22080.82	0.507
8	21839.03	0.501
9	21784.76	0.500
10	21786.22	0.500
11	21785.87	0.500
12	21900.05	0.503
13	21780.10	0.500
14-25	21780.00	0.500
26	22423.10	0.515
27-28	21830.20	0.501
29-30	21838.50	0.501
31	25640.50	0.589
32-43	21780.00	0.500
44-45	21787.20	0.500
46	22034.28	0.506
47	22188.82	0.509
48	22439.02	0.515
49	21784.08	0.500
50-51	21787.20	0.500
52-63	21780.00	0.500
64	22224.88	0.510
65	22754.12	0.522
66	21838.50	0.501
67	87123.94	2.000
68	58608.56	1.345

SUBDIVISION PLAT OF:

VEGAS TOWER RANCHES

A 39.99 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2526718 AND 2526719, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 39.99 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2526718 AND 2526719, 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 EAST LINE OF LOT 2 AND IN THE CENTERLINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF TOWER-NORTH SUBDIVISION (RECORDED IN VOLUME 23, PAGE 169A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 08°31'51" W, 990.14 FEET FROM THE NORTHEAST CORNER OF LOT 2.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 2 AND THE CENTERLINE OF TOWER ROAD, PASSING A COTTON PICKER SPINDLE FOUND AT 330.00 FEET FOR THE SOUTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF LOT 7, AND CONTINUING ALONG THE EAST LINE OF LOT 7 AND THE CENTERLINE OF TOWER ROAD, A TOTAL DISTANCE OF 939.75 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT (A 0.115 OF AN ACRE TRACT OUT OF LOT 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2511181, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION SUPPLY TRACT, PASSING AT 30.00 FEET THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE NORTH ALAMO WATER SUPPLY CORPORATION TRACT, PASSING AT 70.00 FEET THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 100.00 FEET TO A COTTON PICKER SPINDLE FOUND ON THE EAST LINE OF LOT 7 AND IN THE CENTERLINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 7 AND THE CENTERLINE OF TOWER ROAD, A DISTANCE OF 330.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF ALBERTA TERRACE (RECORDED IN VOLUME 27, PAGE 67A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF ALBERTA TERRACE, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 7 AND ON THE EAST RIGHT OF WAY LINE OF HELEN ROAD FOR THE NORTHWEST CORNER OF ALBERTA TERRACE AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE WEST LINE OF LOT 7 AND THE EAST RIGHT OF WAY LINE OF HELEN ROAD, A DISTANCE OF 824.75 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE COUNTY OF HIDALGO TRACT (A 4.89 ACRE TRACT OUT OF LOT 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO RIGHT OF WAY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2285944, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE COUNTY OF HIDALGO TRACT, A DISTANCE OF 1,290.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF TOWER ROAD FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE COUNTY OF HIDALGO TRACT AND THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A DISTANCE OF 165.00 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF LOT 7 FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF LOT 7 AND NORTH THE NORTH LINE OF THE COUNTY OF HIDALGO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 1,290.00 FEET FOR THE SOUTHEAST CORNER OF LOT 1, THE SOUTHWEST CORNER OF LOT 2, THE NORTHWEST CORNER OF LOT 7, THE NORTHWEST CORNER OF THE COUNTY OF HIDALGO TRACT, AND CONTINUING ALONG THE SOUTH LINE OF LOT 1, A TOTAL DISTANCE OF 1,620.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF THE EUGENIO PEREZ TRACT (THE WEST HALF OF THE EAST HALF OF LOT 1, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO AFFIDAVIT OF HEIRSHIP RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1849960, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE EUGENIO PEREZ TRACT, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF THE ALONZO JAVIER CHAVEZ TRACT (THE NORTH 5.0 ACRES OF THE EAST 10.0 ACRES OF THE EAST HALF OF LOT 1, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO GIFT DEED WITH LIFE ESTATE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2050857, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE ALONZO JAVIER CHAVEZ TRACT, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED F.N.M. FOUND ON THE EAST LINE OF LOT 1 AND THE WEST LINE OF LOT 2 FOR THE SOUTHEAST CORNER OF SAID TRACT, THE NORTHWEST CORNER OF TOWER-NORTH SUBDIVISION FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE EAST LINE OF LOT 1, THE WEST LINE OF LOT 2, AND THE WEST LINE OF TOWER-NORTH SUBDIVISION, A DISTANCE OF 330.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF TOWER-NORTH SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF TOWER-NORTH SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF WEST DRIVE, PASSING A 1/2" IRON ROD FOUND AT 1,290.00 FEET FOR THE WEST RIGHT OF WAY LINE OF TOWER ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

INDEX TO SHEETS

SHEET 1:
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS; LOT, DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No. 1 CERTIFICATION; HIDALGO COUNTY JUDGE CERTIFICATION; REVISION NOTES.

SHEET 2:
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 2:
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

LOCATION MAP SCALE 1:2000

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

VEGAS TOWER RANCHES, IS LOCATED IN MIDDLE OF HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND WEST SIDE OF TOWER ROAD, APPROXIMATELY 330.00 FEET NORTH OF SAID 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). VEGAS TOWER RANCHES, LIES APPROXIMATELY 2.0 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S THREE-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C. GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DR.	EDINBURG, TX 78539	(956)383-6295	(956)381-9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS REGISTERED PROFESSIONAL ALFONSO QUINTANILLA 4856 LAND SURVEYOR

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

APRIL 9, 2014
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

P.E. 3-5-15
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

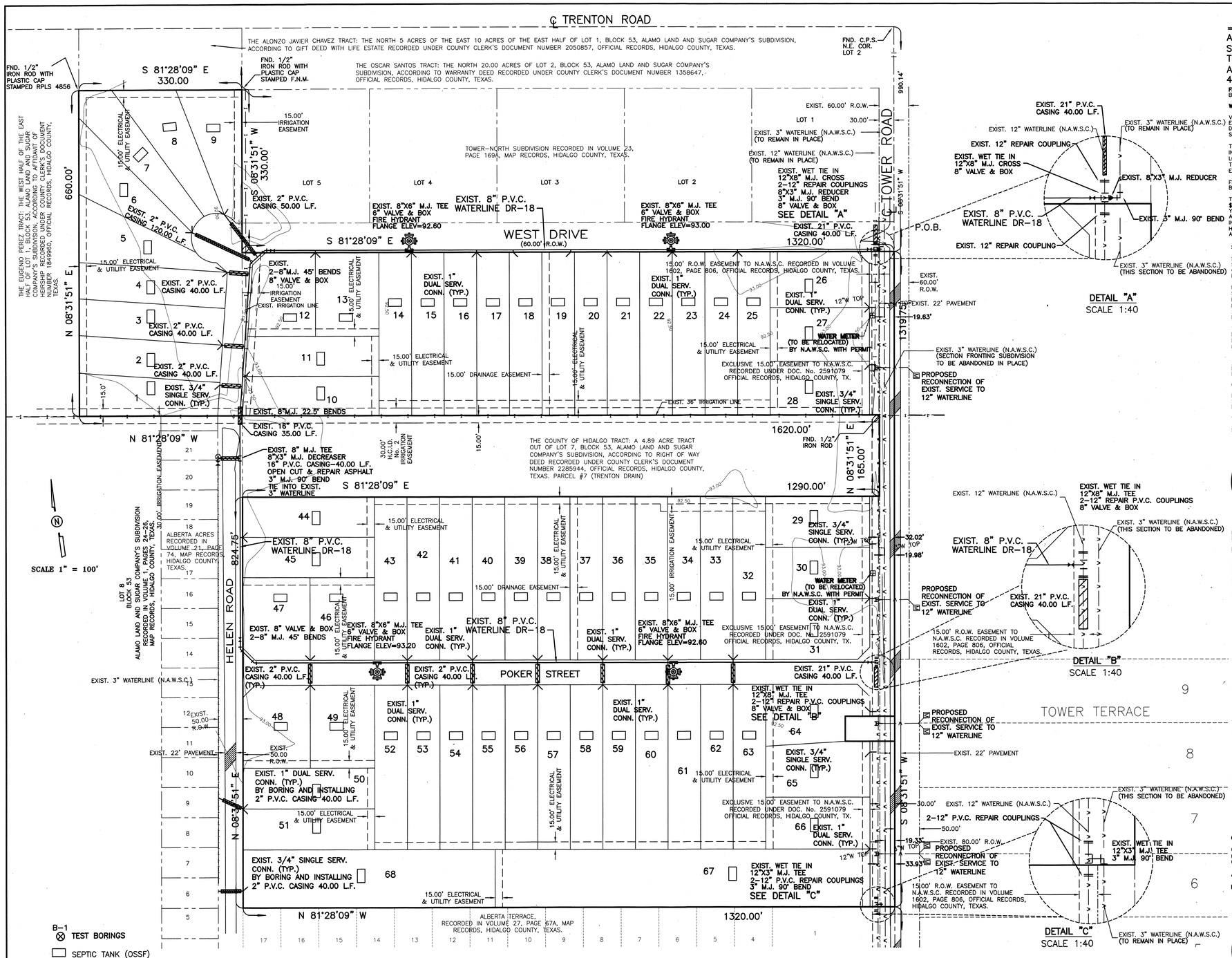
DATE OF PREPERATION: APRIL 9, 2014

SHEET NO. 2 OF 4 SHEETS

FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\VEGAS TOWER RANCHES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APRIL 9, 2014	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

VEGAS TOWER RANCHES

A 40.11 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 440340 AND 537347, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

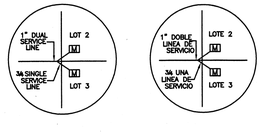


COST ESTIMATE

WATER DISTRIBUTION:	$ 117,851.26
DRAINAGE IMPROVEMENTS:	$ 66,014.00
PAVING IMPROVEMENTS:	$ 206,515.16
SEPTIC TANK (OSSF):	$ 102,000.00

WM WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

RICHARD A. GARZA
PRESIDENT OF GARCO MANAGEMENT, L.L.C., SUBDIVIDERS OF VEGAS TOWER RANCHES HEREBY CERTIFY STATEMENTS, 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 AS THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE LOCATION WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

3-5-15
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., 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 5th day of March, 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

FINAL ENGINEERING REPORT FOR VEGAS TOWER RANCHES:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

VEGAS TOWER RANCHES WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATERLINE AND EXISTING 3" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF TOWER ROAD.

THE WATER SYSTEM FOR VEGAS TOWER RANCHES CONSIST OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 12" WATERLINE ON TOWER ROAD ON THE INTERSECTION OF WEST DRIVE AND TOWER ROAD. THE 8" DIAMETER WATERLINE RUNS WEST ALONG THE SOUTH SIDE OF WEST DRIVE. ON THE NORTHWEST CORNER OF LOT 10, THE 8" DIAMETER WATERLINE TURNS SOUTH AND RUNS ALONG THE EAST SIDE OF HELEN ROAD. ON THE SOUTHWEST CORNER OF LOT 47, THE 8" WATERLINE TURNS EAST AND RUNS ALONG THE NORTH SIDE OF STREET 01. ON THE SOUTHEAST CORNER OF LOT 30, THE 8" DIAMETER WATERLINE THEN LOOPS BACK WITH THE EXISING 12" DIAMETER WATERLINE ON TOWER ROAD.

FROM THE 8" WATERLINE, THIRTY ONE (31) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS AND SIX (6) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 117,851.20 OR $ 1,733.11 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 40,900.00 OR $ 600.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 2,780.00 FOR TWO FIRE HYDRANT AND $ 600.00 FOR THE REMAINING 2 FIRE HYDRANTS. IT WAS A TOTAL COST OF $ 6,760.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM VEGAS TOWER RANCHES, 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 0011121) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 0011121) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS11, 24, 31, 38, 45 AND 54. (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 0011121) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 102,000.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF 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:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 158,751.20 OR $ 2,334.58 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 102,000.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
ALFONSO QUINTANILLA
P.E. 95534

3-5-15
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION VEGAS TOWER RANCHES:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

VEGAS TOWER RANCHES SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 12" DE DIAMETRO DE AGUA Y UN LINEA EXISTENTE DE 3" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO OESTE DE TOWER ROAD.

EL SISTEMA DE AGUA PARA VEGAS TOWER RANCHES CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 12" DE DIAMETRO Y CORRE OESTE POR EL LADO SUR DE LA WEST DRIVE STREET. EN LA ESQUINA NOROESTE DE LOTE 10, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA SUR Y CORRE POR EL LADO ESTE DE LA CALLE HELEN ROAD. EN LA ESQUINA SUDOESTE DE LOTE 47, LA LINA DE 8" DE AGUA VOLTEA ESTE Y CORRE POR EL LADO NORTE DE LA CALLE STREET 01. EN LA ESQUINA SURESTE DE LOTE 30, LA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA ON LA LINEA EXISTENTE DE 12: DE DIAMETRO DE AGUE QUE CORRE POR EL LADO OEWSTE DE TOWER ROAD.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN TREINTA Y UNO (31) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES, Y SEIS (6) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 117,851.20 O US$ 1,733.11 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 40,900.000 US$ 600.00 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,780.00 POR DOS BOCAS DE RIEGO Y US$ 600.00 PARA DOS BOCAS DE FIEGO. ES UN COSTO TOTAL US$ 6,760.00. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE VEGAS TOWER RANCHES, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 0011121) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 0011121) HIZO SEIS (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 11, 24, 31, 38, 45, 45 Y 54. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 0011121). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 102,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SEPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA 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 FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 158,751.20 O $ 2,334.58 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $ 102,000.00 TODA LA SUBDIVISIÓN.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
ALFONSO QUINTANILLA
P.E. 95534

3-5-15
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

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 4 SHEETS	FILENAME : F:\DATA\SUBD\H.C.\VEGAS TOWERS\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	5-7-14	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

VEGAS TOWER RANCHES

A 40.11 ACRE TRACT OF LAND OUT OF LOTS 1, 2 AND 7, BLOCK 53, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 440340 AND 537347, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DRAINAGE REPORT FOR
VEGAS TOWER RANCHES

Vegas Tower Ranches is a 40.11 acre tract of land out of Lots 1, 2 and 7, Block 53, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24–26, map records, Hidalgo County, Texas, and according to warranty deeds recorded in Document Numbers 440340 and 537347, official records, Hidalgo County, Texas. This subdivision is located on the west side of Tower Road 330.00 feet north of Alberta Road. The proposed subdivision will consist of 68 residential lots.

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11–23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 10.42 cubic feet per second based on a 10–year storm.

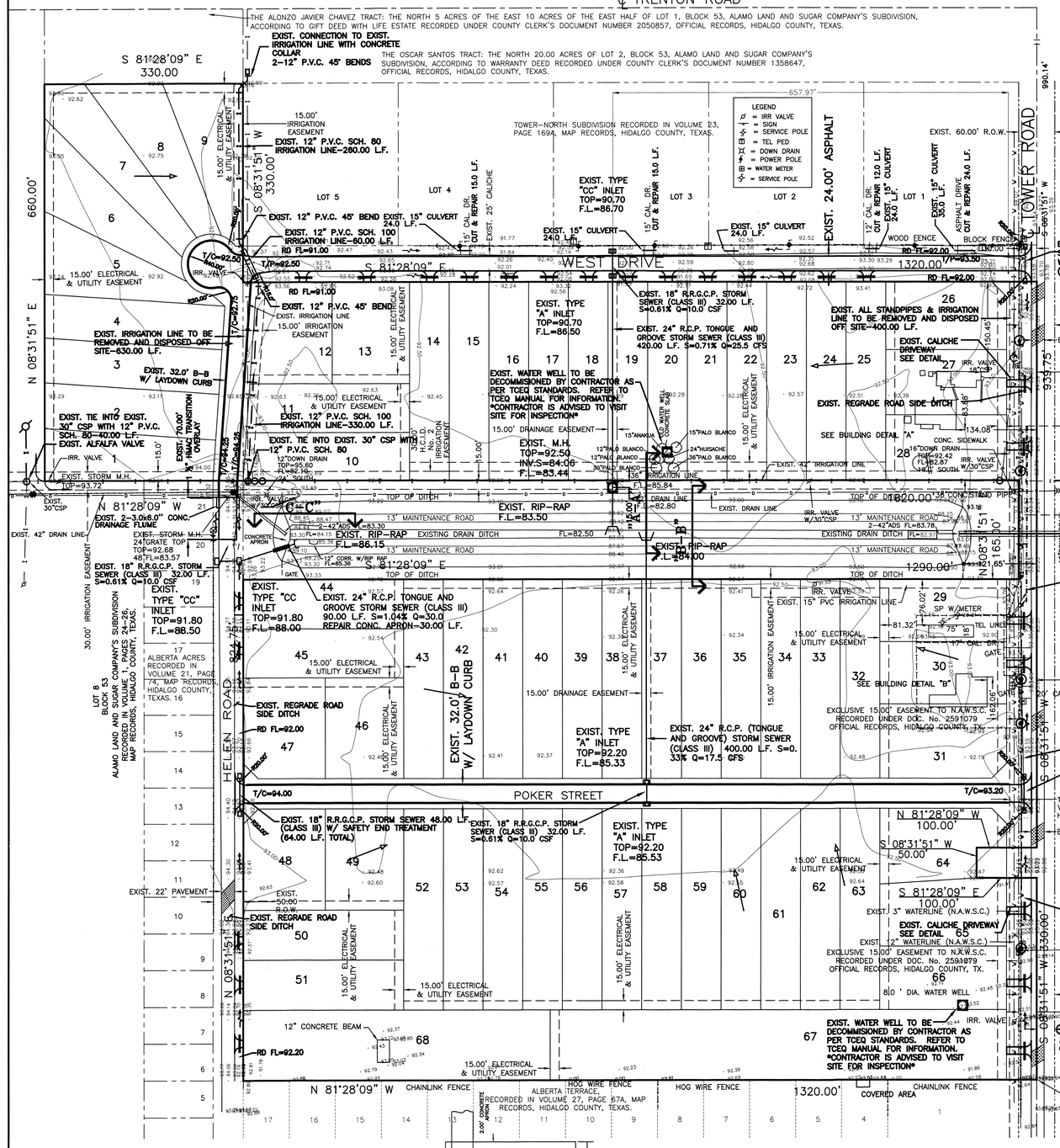
After development the runoff will be Q= 31.82 cubic feet per second for an increase of Q= 21.40 cubic feet per second. Detention will be 69,437.58 cubic feet (1.59 acre feet) and will be accomplished in the County of Hidalgo Trenton Drain. Street runoff will flow into proposed type "A" inlets that drain into three proposed storm sewer systems consisting of 18 inch and 24 inch drain lines. The proposed drain lines will outfall into the existing County of Hidalgo Trenton Drain.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X"–SHADED (AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD) & ZONE "X"–UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

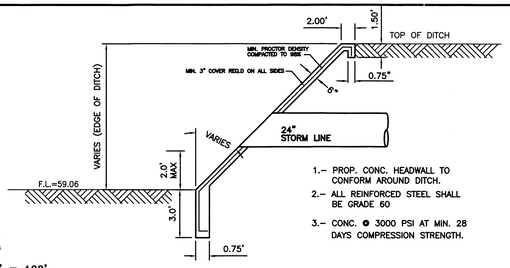
STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. — 3-5-15
ALFONSO QUINTANILLA — DATE
P.E. 95534



STORM DISCHARGE STRUCTURE

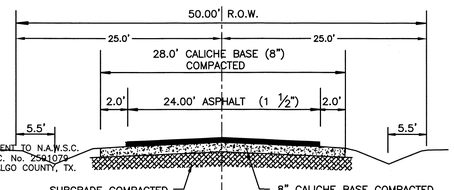
NOT TO SCALE



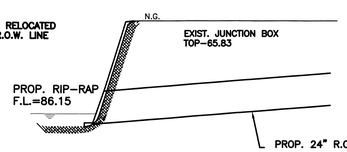
1.– PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

STREET SECTION (50.00' R.O.W.)

N.T.S.

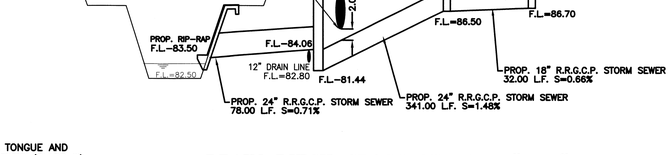


DRAIN DITCH CROSS SECTION "C–C"



DRAIN DITCH CROSS SECTION "A–A"

NOT TO SCALE

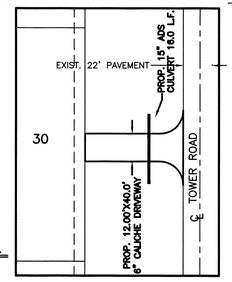


NOTE: ALL OBSTRUCTIONS WITHIN TOWER ROAD R.O.W. SHALL BE RELOCATED TO 2.0' OFFSET FROM NEW R.O.W. LINE

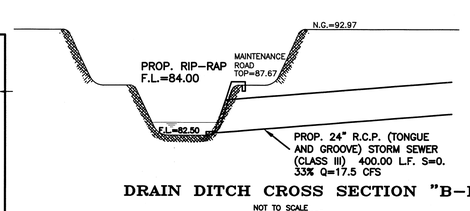
NOT TO SCALE

DRIVEWAY DETAIL

NOT TO SCALE



DRAIN DITCH CROSS SECTION "B–B"



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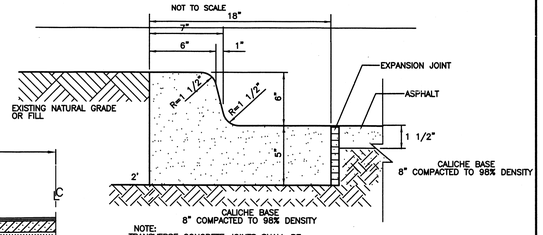
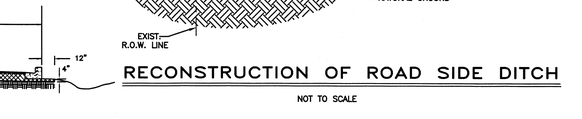


NOTE: TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

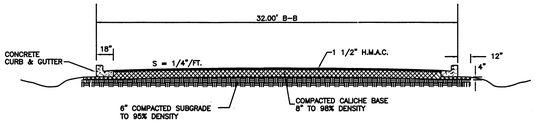
INTEGRAL CURB & GUTTER

N.T.S.



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



STREET SECTION

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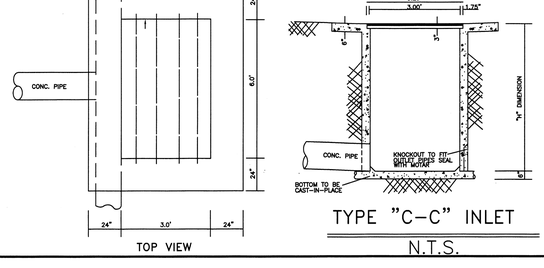


TYPE "C–C" INLET

N.T.S.

COST ESTIMATE

WATER DISTRIBUTION:	$ 117,851.26
DRAINAGE IMPROVEMENTS:	$ 66,014.00
PAVING IMPROVEMENTS:	$ 206,515.16
SEPTIC TANK (OSSF):	$ 102,000.00

FLOW DIRECTION OF WATER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

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. 4 OF 4 SHEETS	FILENAME : F:\DATA\SUBD\WESLACO\VAQUERO ESTATES PHASE II\B–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7–27–2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **RSBR FM 1015** SUBDIVISION, PRECINCT No. **1**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **ISMAEL CASTILLO**

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

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

LOCATION DESCRIPTION: **¼ MILE NORTH OF MILE 11 NORTH RD, EAST SIDE OF FM 1015**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **05-19-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"AE"** AS PER FEMA. **BFE: 63.50**
CLOMR – F CASE# 15-06-1279C: STRUCTURE WILL BE ELEVATED BY FILL AND WOULD NOT BE INUNDATED IF THE STRUCTURE IS BUILT AS PROPOSED.

DRAINAGE DESIGN: **DRAINAGE WILL BE ACCOMPLISHED BY ONSITE DETENTION POND WITH A PROPOSED 8" PVC BLEEDER CONNECTING TO FM 1015 BAR DITCH**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL R.O.W. DEDICATION IS REQUIRED BY M.P.O.**

H.C.R.O.W. FINAL APPROVED DATE: **02-24-2015**: By **ROY GONZALEZ** PCT 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

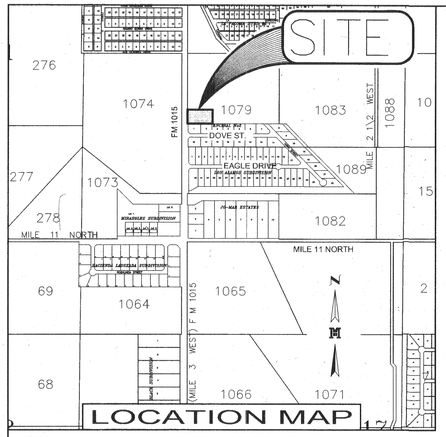
SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**
☒OSSF HAS BEEN ESCROWED WITH HIDALGO COUNTY

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **EAST SIDE OF FM 1015**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **1,500.00** *For:* ☒*OSSF(S)* 1

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **JUNE 30, 2014**

STAFF RECOMMENDS: ☒ **Final Approval** *with financial guarantee.*
☐ **Final Approval** *subject to recommendations other departments*
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,
* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



1 INCH = 1000 FT.

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

RSBR FM 1015 SUBDIVISION IS LOCATED IN THE SOUTH EASTERN AREA OF HIDALGO COUNTY, ON THE EAST SIDE, AT APPROXIMATLY155 FT, NORTH OF THE INTERSECTION OF MILE 3 WEST (FM1015) AND DOVE ST. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO , ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY WESLACO (POPULATION 35,471 , 2010 CENSUS), RSBR FM 1015 SUBDIVISION LIES APPROXIMATELY 0.83 MILE 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 1.

FINAL PLAT
SUBDIVISION MAP OF
RSBR FM 1015 SUBDIVISION

BEING A RESUBDIVISION OF
1.394 ACRES (60,725 S.F.)
OUT OF
FARM TRACT 1079
WEST & ADAMS TRACTS SUBDIVISION,
AS RECORDED IN VOLUME 2, PAGES 34-37,
H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 1.394 ACRES [60,725 SQUARE FEET], SITUATED IN HIDALGO COUNTY TEXAS OUT OF FARM TRACT 1079 WEST & ADAMS TRACTS SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, SAID 1.394 ACRES [60,725 SQUARE FEET], ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A No. 5 REBAR FOUND (NORTHING: 16605148.590, EASTING: 1161517.839), FOR THE SOUTHWEST CORNER OF THIS TRACT, WHICH SAID No. 5 REBAR BEARS N 01° 12' 48" W A DISTANCE OF 331.21 FEET AND N 88° 47' 12" E A DISTANCE OF 80.0 FEET FROM THE SOUTHWEST CORNER OF SAID FARM TRACT 1079;

THENCE N 01° 12' 48" W ALONG THE EAST RIGHT-OF-WAY LINE OF MILE 3 WEST ROAD/F.M. 1015, A DISTANCE OF 195.00 FEET TO A No. 4 REBAR FOUND (NORTHING: 16605343.546, EASTING: 1161513.710), FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 12" E A DISTANCE OF 311.41 FEET TO A No. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 48" E A DISTANCE OF 195.00 FEET TO A No. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 88° 47' 12" W ALONG THE NORTH LINE OF ENCINAL No. 2 SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30, PAGE 61-B, HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 311.41 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.394 ACRES [60,725 SQUARE FEET] OF LAND, MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, KELLEY A. HELLER-VELA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 18th DAY OF September 2014.

Kelley A. Heller-Vela

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

DATE PREPARED: 01-18-13
ENGINEERING JOB # 13093.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS · KELLEY A. HELLER-VELA · 97421 · LICENSED · PROFESSIONAL ENGINEER

DRAWN BY: CLEMENTE MENA	DATE: 07-29-14
SURVEYED, CHECKED: Joe Barrera	DATE: 9-23-14
FINAL CHECK	DATE: 9-18-14

TBPE FIRM # F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER: ISMAEL CASTILLO	1804 BIG PINE KEY APT. B	WESLACO, TX 78596	(956) 562-9612	N / A
ENGINEER: KELLEY A. HELLER-VELA P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR: FRED L. KURTH, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AE" WITH A BASE FLOOD ELEVATION (BFE) = 63.50

ZONE "AE" - BASE FLOOD ELEVATION DETERMINED,

COMMUNITY PANEL NO. 480334 0450 C EFFECTIVE DATE: JUNE 6, 2000
REVISED TO REFLECT LOMR MAY 30, 2002, CASE NO. 02-06-715P
REVISED TO REFLECT GLOMR-F APRIL 15, 2015, CASE NO. 15-06-1279C

2. SETBACKS:
FRONT: 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER
REAR: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 6.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 63.50 OR 24" ABOVE CENTERLINE OF STREET, WHICHEVER IS HIGHER. AN 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.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. NO. 1 - SQUARE CUT ON TOP OF INLET. N: 16605346.6360 , E: 1161497.4260 , EL= 60.13
AS PER STATE PLANE GRID COORDINATE SYSTEM NAD 83, TEXAS SOUTH 4205 ELEVATION, NAVD 88

5. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 4.943 CUBIC FEET ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:

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

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL 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 THE LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

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

10. ISMAEL CASTILLO : THE OWNER & SUBDIVIDER OF RSBR WESLACO (FM 1015) 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.

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

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

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES.

15. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, 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(S) ARE APPROVED.

16. STREET LIGHTS REQUIRED AS PER CITY OF WESLACO ORDINANCE.

17. A 5' WIDE SIDEWALK IS REQUIRED ALONG THE EAST SIDE OF FM 1015, DURING THE BUILDING PERMIT STAGE.

18. LANDSCAPING TO BE PROVIDED, AS PER CITY ORDINANCE.

19. A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.

20. LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. IN ACCORDANCE WITH TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES, THIS RESTRICTION SHALL BE STIPULATED ON ALL DEEDS, CONTRACT FOR DEEDS, AND ANY OTHER TYPE OF CONVEYANCE. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

21. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1015 (MILE 3 WEST ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

22. DRAINAGE DETENTION POND SHALL TO 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.

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, AN EXCLUSIVE PERPETUAL EASEMENT WITH 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 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 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 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 24th DAY OF September 2014

Ismael Castillo
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ISMAEL CASTILLO KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th DAY OF September 2014

Lydia Flores
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

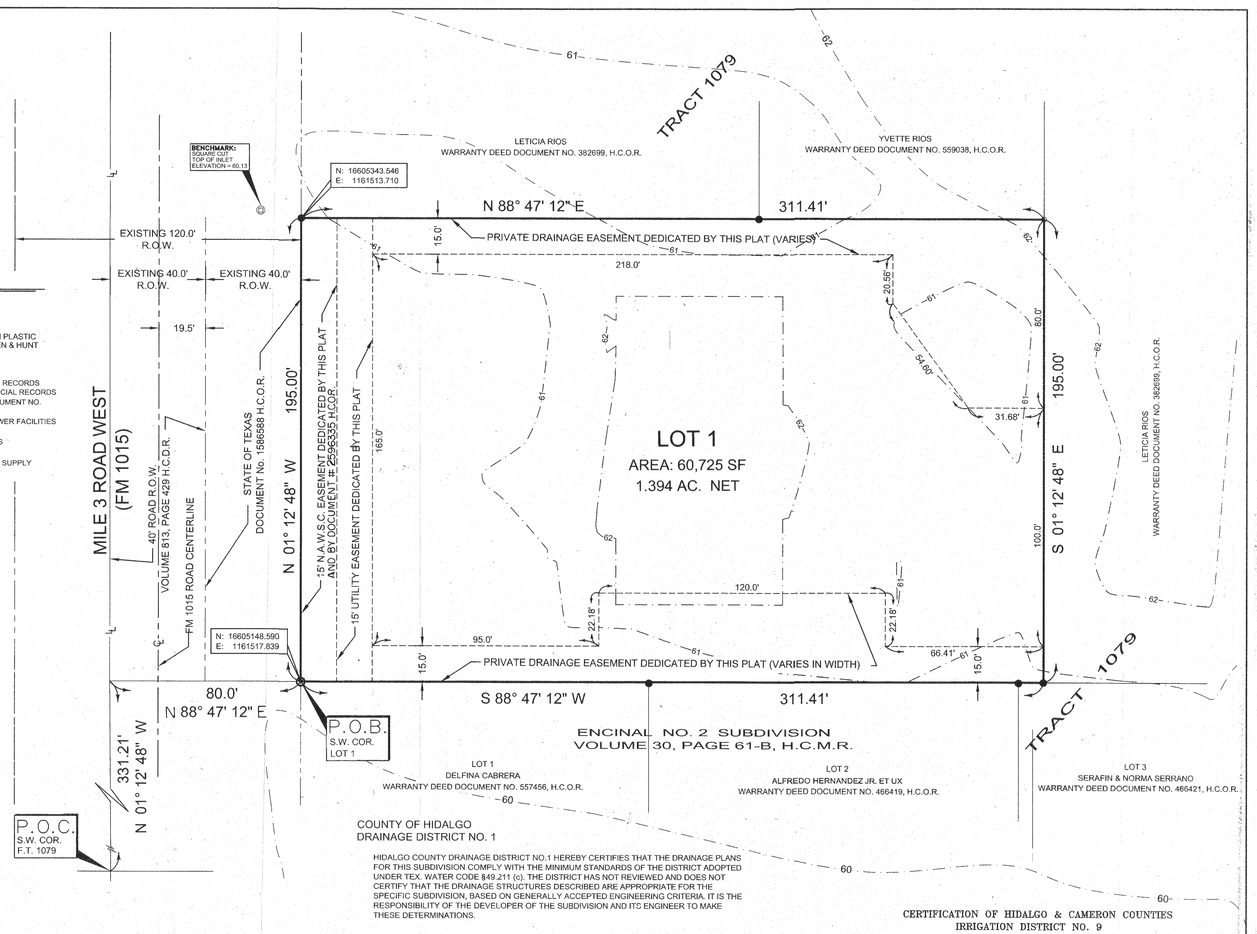
LYDIA FLORES · Notary Public · STATE OF TEXAS · My Comm. Exp. June 20, 2018

1 INCH = 30 FT.

LEGEND

- ● FOUND No. 4 REBAR
- ⊗ FOUND NO. 5 REBAR
- ◎ SET SQUARE CUT
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT-OF-WAY
SF - SQUARE FEET
AC - ACRE(S)
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
P.O.B. - POINT OF BEGINNING
OSSF - ON SITE SANITARY SEWER FACILITIES
℄ - LOT LINE
( ) - RECORDED MAP CALLS
〃 - SAME OWNER(S)
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
℄ - LOT LINE



CITY OF WESLACO
CERTIFICATE OF APPROVAL

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

MAYOR, CITY OF WESLACO — DATE 3/10/15

ATTEST: CITY OF WESLACO SECRETARY WCC 07/15/14 — DATE 3/10/15

COUNTY OF WESLACO
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

CITY OF WESLACO
COUNTY OF HIDALGO

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

DATED ON THIS 8 DAY OF July 2014

CHAIRMAN — DATE 03-09-15

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, 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 WESLACO, TEXAS.

DATED THIS THE 8 DAY OF Sept 2014

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 01-24-2013
T-941, PG. 50 ; T-941, PG. 62
SURVEY JOB # 13093.08

STATE OF TEXAS · FRED L. KURTH · 4750 · REGISTERED · PROFESSIONAL · LAND SURVEYOR

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR FM 1015 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____ DAY OF _____ 20____

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, ISMAEL CASTILLO AS OWNER OF THE 1.394-ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR FM 1015 SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE THE STREET(S), PARK AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(B) SANITARY SEWER CONNECTIONS TO THE LOT(S) OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT(S) MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ISMAEL CASTILLO
P.O. BOX 105
WESLACO, TX 78596

Sept 24, 2014
DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ISMAEL CASTILLO AND PROVED TO ME THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 24th DAY OF September 2014

Lydia Flores
NOTARY PUBLIC IN THE 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
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF RSBR FM 1015 SUBDIVISION WAS REVIEWED AND APPROVED BY THE

HIDALGO COUNTY COMMISSIONERS COURT ON: _____

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT " RSBR FM 1015 SUBDIVISION " HAS BEEN SUBMITTED TO AND CONSIDERED BY HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 AND WAS APPROVED BY SUCH DISTRICT SUBJECT TO:

1. THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
2. IT IS UNDERSTOOD THE OWNERS WILL BE MADE AWARE OF ALL OF THE DISTRICTS PIPELINES, DRAINS, CANALS, EASEMENTS, ETC. THAT EXIST WITHIN THEIR PROPERTY.

DATED THIS 19th DAY OF Sept 2014

BY: _____
GENERAL MANAGER

INDEX TO SHEET OF RSBR FM 1015 SUBDIVISION:

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION, ATTESTATION; ENGINEERING & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; COUNTY APPROVAL CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 APPROVAL, H.C.D.D. No. 1. APPROVAL, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS; REVISION NOTES.

THE COUNTY OF HIDALGO · TEXAS

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

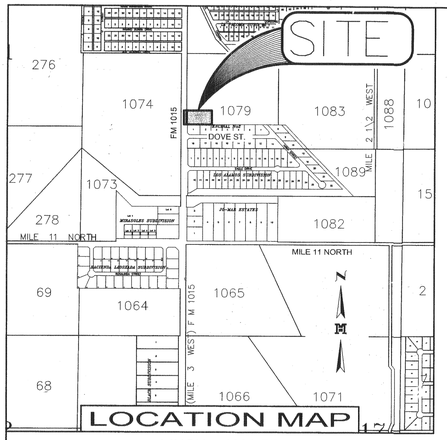
ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET 1 OF 2



1 INCH = 1000 FT.

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

RSBR FM 1015 SUBDIVISION IS LOCATED IN THE SOUTH EASTERN AREA OF HIDALGO COUNTY, ON THE EAST SIDE, AT APPROXIMATLY155 FT, NORTH OF THE INTERSECTION OF MILE 3 WEST (FM1015) AND DOVE ST. THE NEARBY MUNICIPALITY IS THE CITY OF WESLACO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY WESLACO (POPULATION 35,471 , 2010 CENSUS). RSBR FM 1015 SUBDIVISION LIES APPROXIMATELY 0.83 MILE 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 1.

FINAL PLAT
SUBDIVISION MAP OF
RSBR FM 1015 SUBDIVISION

BEING A RESUBDIVISION OF
1.394 ACRES (60,725 S.F.)
OUT OF OF
FARM TRACT 1079
WEST & ADAMS TRACTS SUBDIVISION,
AS RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.
HIDALGO COUNTY, TEXAS

RSBR FM 1015 SUBDIVISION
DRAINAGE STATEMENT
JOB NO. 130930 DATE: JULY 21, 2014

RSBR FM 1015 SUBDIVISION IS 1.394 ACRES (60,725 SQ. FT.) OUT OF TRACT 1079, WEST & ADAMS TRACTS SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R., HIDALGO COUNTY TEXAS, AND WITHIN THE 2 MILE ETJ OF THE CITY OF WESLACO. THIS IS EXISTING OPEN LAND WITH AN UNOCCUPIED BUILDING SHELL AND IS PROPOSED AS A 1-LOT COMMERCIAL SUBDIVISION. THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA INUNDATED BY 100-YEAR FLOOD, MORE SPECIFICALLY IN ZONE "AE" WHICH IS FURTHER DESCRIBED AS "BASE FLOOD ELEVATION DETERMINED TO BE 63.50", AS PER COMMUNITY-PANEL NUMBER 480334 0450 C, REVISED JUNE 6, 2000 AND FURTHER REVISED TO REFLECT LOMR CASE NO. 02-06-715P ON MAY 30, 2002 AND FURTHER REVISED TO REFLECT CLOMR-F CASE NO. 15-06-1279C ON APRIL 15, 2015.
THE SOILS ARE RAMONDVILLE CLAY LOAM. RAMONDVILLE CLAY LOAM IS MODERATELY FINE TEXTURED. THIS SOIL IS IN HYDROLOGIC GROUP "C". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR PURPOSES OF THIS REPORT, WE WILL USE GROUP "C", THE PREDOMINANT TYPE WITHIN THIS SITE.

THE EXISTING DRAINAGE FOR **RSBR FM 1015 SUBDIVISION** CONSISTS OF SURFACE RUNOFF FROM NATURAL GROUND IN A WESTERLY DIRECTION AND ONTO FM 1015 WHICH DRAINS THROUGH EXISTING CURB AND GUTTER IN A NORTHERLY DIRECTION INTO AN EXISTING STORM DRAIN INLET ALONG THE EAST SIDE OF FM 1015. THE ULTIMATE OUTFLOW IS INTO THE HIDALGO COUNTY DRAINAGE DISTRICT #1 DRAINAGE SYSTEM AND INTO THE MERCEDES LATERAL. THE PROPOSED RUNOFF FROM THIS SITE WILL FLOW FROM THE BUILDING AND PARKING AREAS ONTO THE GREEN AREAS AND INTO THE DETENTION SWALES. THE SWALES, LOCATED ALONG THE PERIMETER OF THE SITE, WILL HAVE AN 8" BLEEDER CONNECTION FROM THE SWALE INTO THE EXISTING TXDOT STORM DRAIN INLET ON THE NORTHWEST CORNER OF THIS PROPERTY, WHICH WILL REQUIRE A TXDOT UIR PERMIT.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 25-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 4,943 CUBIC FEET OF DETENTION IS REQUIRED AND WILL BE PROVIDED WITHIN THE DRAINAGE SWALES OF THIS SUBDIVISION, WHICH WILL BE MAINTAINED BY THE PROPERTY OWNER.

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 FLOOD ZONE AE COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000, FURTHER REVISED TO REFLECT LOMR CASE NO. 02-06-715P ON MAY 30, 2002 IS CONTAINED IN THE PROPOSED DRAINAGE SWALES.

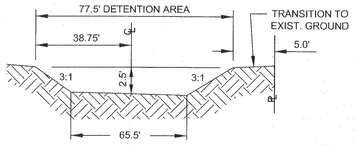
Kelley A. Heller-Vela 8.19.14

KELLEY A. HELLER-VELA DATE
PROFESSIONAL LICENSED ENGINEER No. 97421

MELDEN & HUNT, INC.
TEXAS REGISTRATION # F-1435

COST ESTIMATES:

DRAINAGE IMPROVEMENTS :	$ 7,500.00
WATER DISTRIBUTION :	$ 5,000.00
O.S.S.F :	$ 1,500.00
TOTAL :	$ 14,000.00

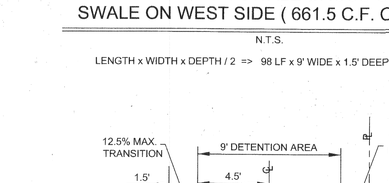


STORM DETENTION POND CROSS-SECTION A-A ON NORTH SIDE (7,759.25 C.F. CAPACITY)

N.T.S.

NOTE: DETENTION CALCULATED IN VERTICAL 1' INCREMENTS (EXCEPT AT ODD 0.5 FT INCREMENTS)

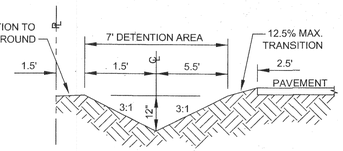
AREAS FROM ELEV. 61 TO ELEV 60 => ((3981 SF - 3261 SF) /2) + 3261 = 3621.0 CF
AREAS FROM ELEV. 60 TO ELEV 59 => ((3261 SF - 2584 SF) / 2) + 2584 = 2922.5 CF
AREAS FROM ELEV. 59 TO ELEV 58.5 => (((2584 SF - 2279 SF) / 2) + 2279) * 0.5 = 1215.75 CF
TOTAL POND DETENTION = 7759.25 CF



STORM DETENTION POND CROSS-SECTION B-B POND ON SOUTH SIDE (3,813.5 C.F. CAPACITY)

N.T.S. NOTE: DETENTION CALCULATED IN VERTICAL 1' INCREMENTS

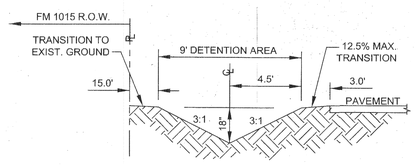
AREAS FROM ELEV. 60 TO ELEV 61 => ((4264 SF - 3363 SF) /2) + 3363 = 3813.5 CF
TOTAL POND DETENTION = 3813.5 CF



STORM DETENTION SWALE CROSS-SECTION C-C SWALE ON SOUTH SIDE (144 C.F. CAPACITY)

N.T.S.

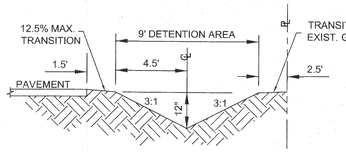
LENGTH x WIDTH x DEPTH / 2 => 96 LF x 3' WIDE x 1' DEEP / 2 = 144 CF



STORM DETENTION SWALE CROSS-SECTION D-D SWALE ON WEST SIDE (661.5 C.F. CAPACITY)

N.T.S.

LENGTH x WIDTH x DEPTH / 2 => 98 LF x 9' WIDE x 1.5' DEEP / 2 = 661.5 CF



STORM DETENTION SWALE CROSS-SECTION E-E SWALE ON NORTH SIDE (985.5 C.F. CAPACITY)

N.T.S.

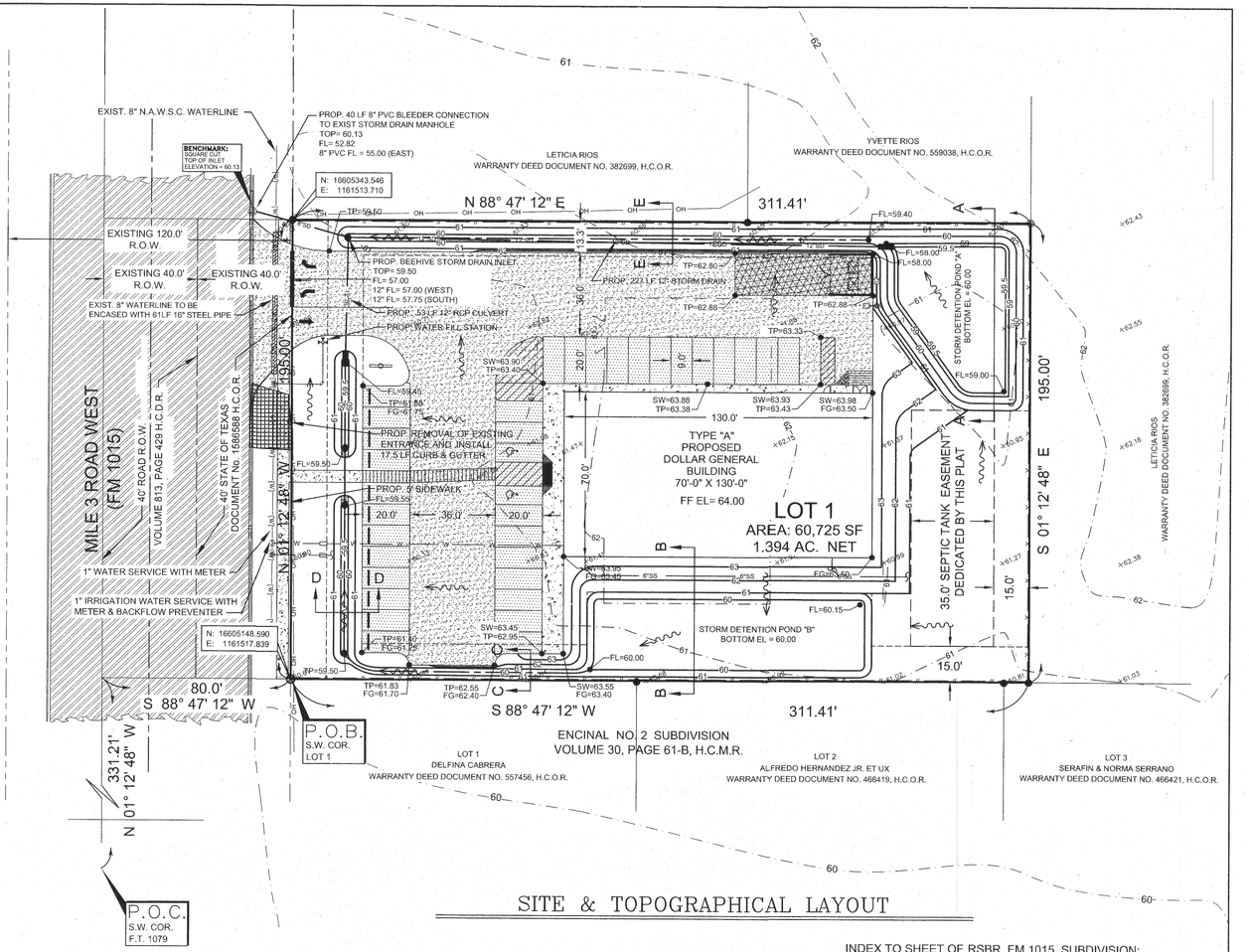
LENGTH x WIDTH x DEPTH / 2 => 219 LF x 9' WIDE x 1' DEEP / 2 = 985.5 CF

1 INCH = 30 FT.

LEGEND

- FOUND No.4 REBAR
- SET SQUARE CUT
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

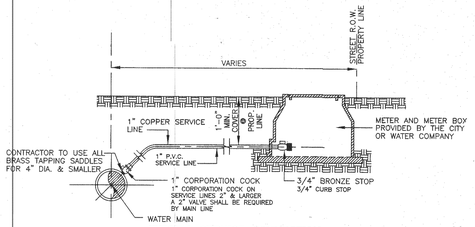
R.O.W.- RIGHT-OF-WAY
SF - SQUARE FEET
AC - ACRE(S)
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
W.D. DOC. NO.- WARRANTY DEED DOCUMENT NO.
P.O.B. - POINT OF BEGINNING
OSSF - ON SITE SANITARY SEWER FACILITIES
( ) - LOT LINE
{ } - RECORDED MAP CALLS
\ - SAME OWNER(S)
—(W)— EXISTING WATERLINE
FL=XX.XX PROPOSED FLOW LINE ELEVATION
DIRECTIONAL FLOW ARROW



SITE & TOPOGRAPHICAL LAYOUT

TOTAL DETENTION PROVIDED:

DETENTION AREA "A" =	7759.25 CF
DETENTION AREA "B" =	3813.5 CF
DETENTION AREA "C" =	144.0 CF
DETENTION AREA "D" =	661.5 CF
DETENTION AREA "E" =	985.5 CF
TOTAL POND DETENTION =	13,363.75 CF
TOTAL POND DETENTION REQUIRED =	4,943 CF
TOTAL POND DETENTION SURPLUS =	8,420.75 CF



TYPICAL SERVICE CONNECTION

GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHO40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

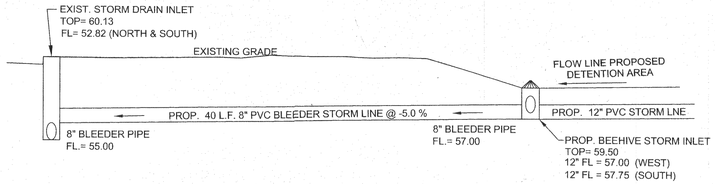
TYPICAL WATER SERVICE CONNECTIONS

N.T.S.

INDEX TO SHEET OF RSBR FM 1015 SUBDIVISION:

SHEET 1:
HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION CERTIFICATION, ATTESTATION; ENGINEERING & SURVEYOR'S CERTIFICATION; CITY APPROVAL CERTIFICATION; COUNTY APPROVAL CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 APPROVAL, H.C.D.D. No. 1. APPROVAL; HIDALGO COUNTY-RIGHT-OF-WAY DEPARTMENT CERTIFICATION, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATION.

SHEET 2:
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND ENGINEERING CERTIFICATION; MAP OF UTILITIES, BUILDING SITE PLAN, TOPOGRAPHY AND DRAINAGE; CONSTRUCTION DETAILS; REVISION NOTES.



PROP. 8-INCH PIPE CROSS-SECTION F-F

N.T.S.

REVISION NOTES

SHEET 2 OF 2

NO.	SHEET	REVISION	DATE	APPROVED

DRAWN BY: CLEMENTE MENA DATE: 08 - 19 - 14
SURVEY, CHECKED BY: DATE:
FINAL CHECK: DATE:

SHEET 2 OF 2

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 05-05-2015

PROPOSED **DAVID GARZA** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **RIO DELTA ENGINEERING** DEVELOPER: **DAVID GARZA**

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

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

LOCATION DESCRIPTION: **WEST SIDE OF SCHUERBACH RD., ½ MILE NORTH OF MILE 2 RD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **01-15-15** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE DETAINED WITHIN THE LARGE DEPRESSED AREAS OF THE LOT**

DISTANCE TO DRAIN DITCH: **1 ¼ MILE SOUTH OF THE DEVELOPMENT**

ROAD R.O.W. DEDICATION: **15 FEET ONTO SCHUERBACH RD**

H.C.R.O.W. FINAL APPROVAL DATE: **04-17-15** By, **VICTOR GALLARDO** PCT. 3 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **04-16-15** By, **ELIZARDO "CHARDO" RAMOS**, Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF HAS BEEN ESCROWED WITH HIDALGO COUNTY

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6"** LOCATION: **EAST SIDE OF SCHUERBACH RD.**

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* **1,500.00** *For:* ☒*OSSF(S)* 1

H.C.O.E.C. FINAL APPROVAL DATE: **04-08-15** : By **MARTIN RAMIREZ** ,ENVIRNMENTAL COMPLIANCE COORDINATOR

☒**SMALL CONSTRUCTION**

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

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MARCH 31, 2015**

STAFF RECOMMENDS:

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

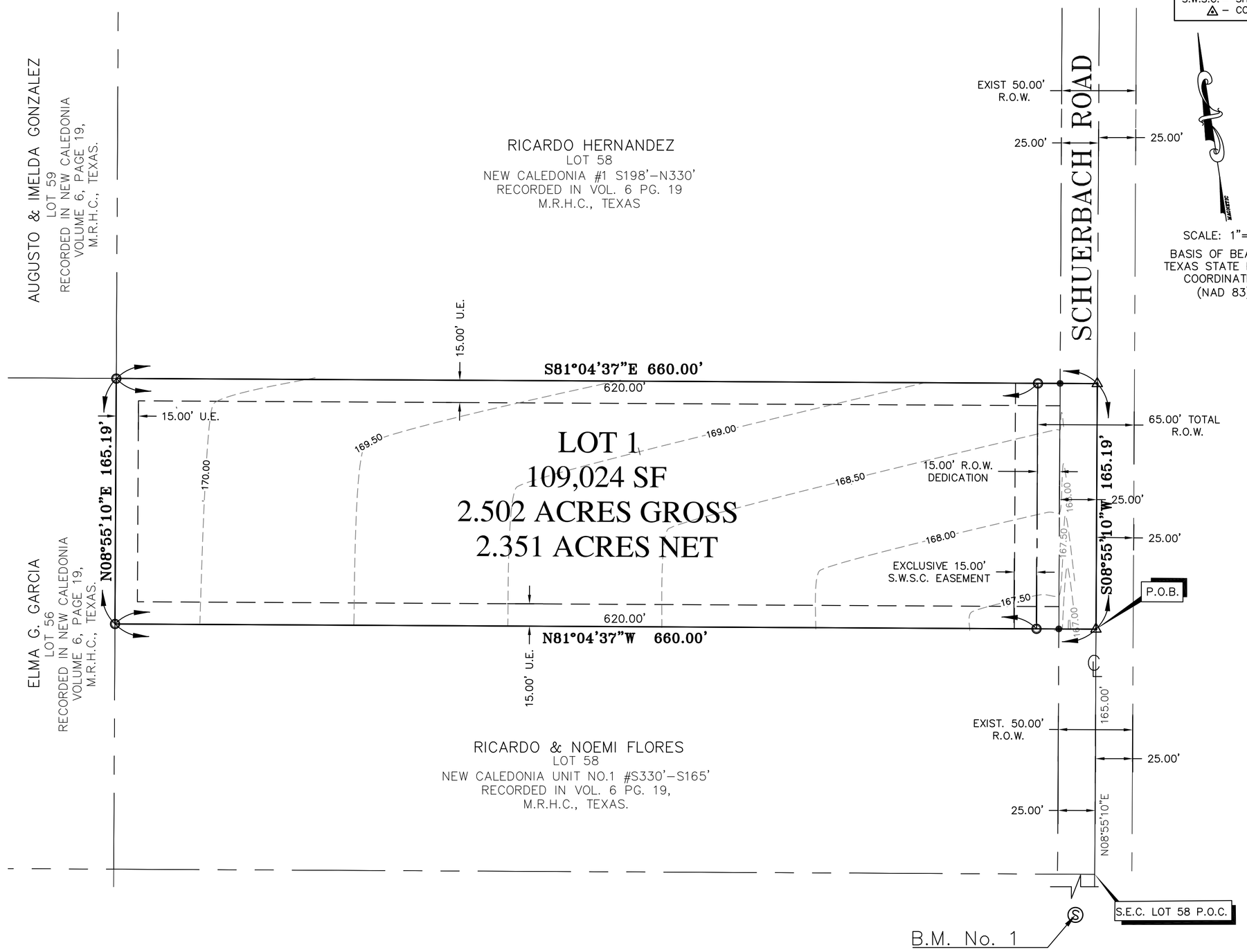
☒ **Final Approval** *with financial guarantee.*

* *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.*

DATE OF PREPARATION: JULY 16, 2014

DAVID GARZA SUBDIVISION

BEING THE NORTH 2.502 ACRES OF THE SOUTH 5.00 ACRES, OUT OF LOT 58, NEW CALEDONIA UNIT NO.1, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 6, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

BASIS OF BEARING
TEXAS STATE PLANE
COORDINATES
(NAD 83)

LEGEND

- ○ – SET 1/2 INCH IRON ROD
- ● – FOUND 1/2 INCH IRON ROD
- M.R.H.C.– MAP RECORDS OF HIDALGO COUNTY
- ℄ – CENTER LINE
- U.E. – UTILITY EASEMENT
- S.W.S.C. – SHARYLAND WATER SUPPLY CORP.
- ⚠ – COTTON PICKER SPINDLE

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE), THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE DAVID GARZA SUBDIVISION TO THE CITY OF MISSION, TEXAS, AND WHOSE NAME(S) IS (ARE) SUBSCRIBED HERETO. HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC ALL STREETS & EASEMENTS WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THERON SHOWN OR NOT SHOWN IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF MISSION. ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF MISSION.

DAVID GARZA, AND TANYA RUTH GARZA
3207 BAILEY STREET
MISSION, TX 78574

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DAVID GARZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2015

NOTARY PUBLIC
COUNTY OF HIDALGO

STATE OF TEXAS – CITY OF MISSION
PLANNING AND ZONING COMMISSION

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

DATED THIS_____DAY OF_____, 2014

CHAIRMAN

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF DAVID GARZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR OF CITY OF MISSION DATE

ATTEST: CITY SECRETARY DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 CERTIFICATE

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6

DATED THIS _____DAY OF _____, 2015.

BOARD OF DIRECTORS DATE

BOARD OF DIRECTORS DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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.

BY DATE

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

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

I KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, GILBERT GUERRA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

STATE OF TEXAS · GILBERT GUERRA · 90156 · REGISTERED PROFESSIONAL ENGINEER

GILBERT GUERRA P.E. DATE
REG. PROFESSIONAL ENGINEER NO. 90156

STATE OF TEXAS
COUNTY OF HIDALGO

I KNOW ALL MEN BY THESE PRESENTS:

I, THE UNDERSIGNED, IVAN GARCIA, A REGISTERED PROFESSIONAL PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

STATE OF TEXAS · REGISTERED · IVAN GARCIA · 6496 · PROFESSIONAL LAND SURVEYOR

IVAN GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

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

HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

PRINCIPAL CONTACTS:

NAME	ADDRESS		PHONE & FAX	
OWNER: DAVID GARZA, AND TANYA RUTH GARZA	3207 BAILEY ST.	MISSION, TX. 78574	(956) 222-2128	
ENGINEER: GILBERT GUERRA P.E. RIO DELTA ENGINEERING	921 S. 10TH ST.	EDINBURG, TX 78539	(956) 380-5152	(956) 380-5083
SURVEYOR: IVAN GARCIA P.E., R.P.L.S. RIO DELTA ENGINEERING	921 S. 10TH ST.	EDINBURG, TX 78539	(956) 380-5152	(956) 380-5083

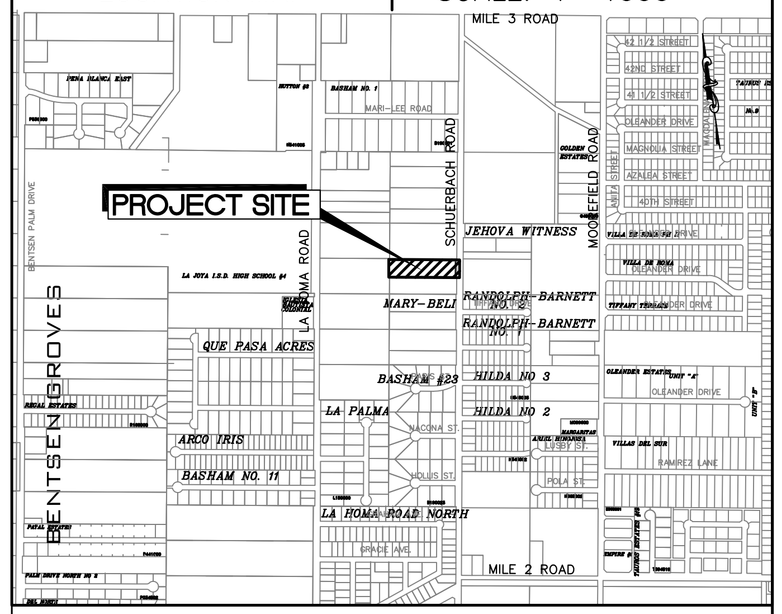
REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF DAVID GARZA SUBDIVISION

SHEET 1: HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF MISSION APPROVAL CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 6, COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATIONS, SUBDIVIDER CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING.

LOCATION MAP — SCALE: 1"=1000'



LOCATION OF DAVID GARZA SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF MUNICIPALITY:

DAVID GARZA SUBDIVISION IS LOCATED ON THE WEST SIDE OF SCHUERBACH ROAD APPROXIMATELY 0.52 MILES NORTH OF 2 MILE ROAD WITHIN THE EXTRATERRITORIAL JURISDICTION OF CITY OF MISSION LOCAL GOVERNMENT CODE § 212.001., IN HIDALGO COUNTY PRECINCT 3. THE ESTIMATED POPULATION OF CITY OF MISSION IS 81,050 AS PER THE 2013 UNITED STATES CENSUS BUREAU.

METES AND BOUNDS

BEING A 2.502 ACRE TRACT OF LAND OUT OF AND FORMING A PART OR PORTION OF THE SOUTH 5.00 ACRES, OUT OF LOT 58, NEW CALEDONIA UNIT NO.1, AS SHOWN IN THE MAP OR PLAT RECORDED IN VOLUME 6, PAGE 19, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.502 ACRE TRACT BEING THE SAME LAND DESCRIBED IN A GIFT DEED FROM RUTH BENOIT TO TANYA RUTH GARZA AND DAVID GARZA, DATED MAY 28, 2013, RECORDED IN DOCUMENT #2418442, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS; SAID 2.502 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 58;

THENCE, N08°55'10"E ALONG THE EAST LINE OF SAID LOT 58, SAME LINE BEING THE CENTERLINE OF SCHUERBACH ROAD, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE **POINT OF BEGINNING;**

THENCE, N81°04'37"W, PARALLEL TO THE SOUTH LINE OF SAID LOT 58, PASSING AT 25.00 FEET AN IRON ROD FOUND AT THE WEST RIGHT OF WAY LINE OF SCHUERBACH ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 FEET TO A CAPPED IRON ROD SET,SAME BEING A POINT ON THE WEST LINE OF SAID LOT 58 AND THE EAST LINE OF LOT 59 OF SAID NEW CALEDONIA UNIT No. 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N08°55'10"E ALONG THE WEST LINE OF SAID LOT 58, SAME LINE BEING THE EAST LINE OF SAID LOT 59, A DISTANCE OF 165.19 FEET TO A CAPPED IRON ROD SET, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S81°04'37"E, PARALLEL TO THE SOUTH LINE OF SAID LOT 58, PASSING AT 635.00 FEET AN IRON ROD FOUND AT THE WEST RIGHT OF WAY LINE OF SCHUERBACH ROAD, AND CONTINUING FOR A TOTAL DISTANCE OF 660.00 FEET TO A COTTON PICKER SPINDLE SET AT THE EAST LINE OF SAID LOT 58, SAME LINE BEING THE CENTERLINE OF SCHUERBACH ROAD, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S08°55'10"W ALONG THE EAST LINE OF SAID LOT 58, SAME LINE BEING THE CENTERLINE OF SCHUERBACH ROAD, A DISTANCE OF 165.19 FEET TO THE **POINT OF BEGINNING, SAID TRACT OF LAND CONTAINING 2.502 ACRES, MORE OR LESS.**

GENERAL NOTES:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADE)

ZONE "C" AREAS (NO SHADE), AREAS OF MINIMAL FLOODING ACCORDING TO COMMUNITY-PANEL NO. 480334 0400C, REVISED NOVEMBER 16, 1982.

2. SETBACKS:
FRONT: 40.00 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 THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. THERE SHALL BE NO OTHER USE THAN RESIDENTIAL.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF SCHUERBACH RD. 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.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. -->B.M. NO. 1-, ELEV. 163.95 N.G.V.D. 88, DESCRIPTIONS: TOP OF SANITARY SEWER MANHOLE FOUND 345' SOUTH FROM THE SOUTHEAST CORNER OF THIS SUBDIVISION. GPS POINT, GRID COORDINATES N 16595789.91, E 1056160.44.

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 708.00 CUBIC-FEET OR 0.016 ACRE-FEET OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED IN DETENTION GREEN AREAS IN THE LOT.

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. 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 LOT 1.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE 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.

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

12. DAVID GARZA, AND TANYA RUTH GARZA, THE OWNERS & SUBDIVIDERS OF THIS SUBDIVISION, RETAIN A BLANKET EASEMENT UPON THE LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. THE OWNER OF THE LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT WITH REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH, AND RE-GRADING OF ROADSIDE DITCH TO COUNTY SPECIFICATIONS AT THE TIME OF APPLICATION FOR CONSTRUCTION.

14. ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.

15. THE LOT 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 3.1.4.1.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
TEXAS LICENSED SURVEYING FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: PETER HERMIDA, E.I.T.
DESIGN BOUNDARY: IVAN GARCIA, P.E., R.P.L.S.
CHECKED: GILBERT J. GUERRA, P.E.
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.
SCALE: 1"=50
DATE: APRIL, 2015

ISSUED FOR: FINAL

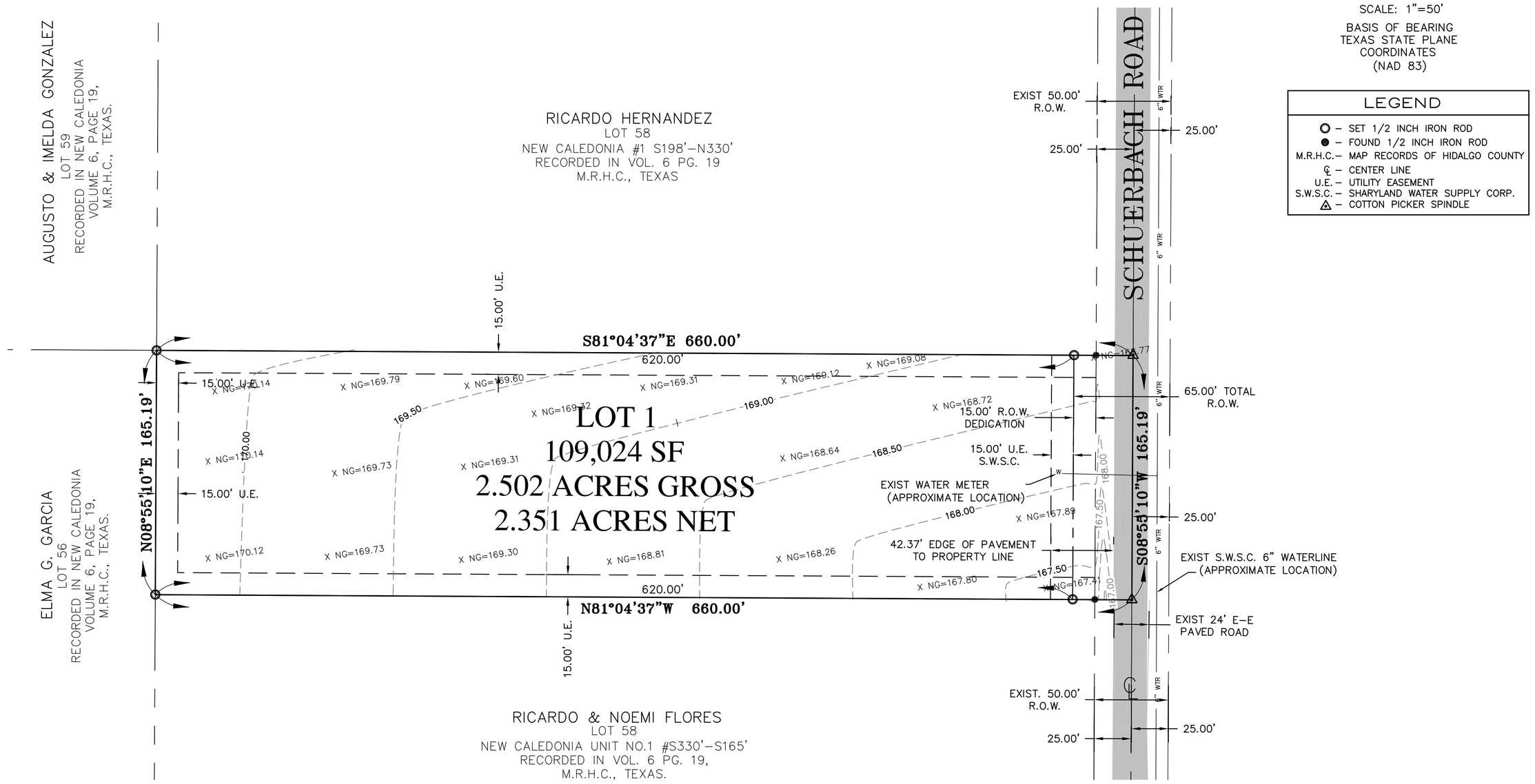
PLAT SHEET
DAVID GARZA SUBDIVISION
CITY OF MISSION
HIDALGO COUNTY, TEXAS

PROJECT: SUB 14 015

PAGE NO. 1-OF-2

DAVID GARZA SUBDIVISION

BEING THE NORTH 2.502 ACRES OF THE SOUTH 5.00 ACRES, OUT OF LOT 58, NEW CALEDONIA UNIT NO.1, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 6, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS.



SCALE: 1"=50'

BASIS OF BEARING
TEXAS STATE PLANE
COORDINATES
(NAD 83)

LEGEND

- ○ – SET 1/2 INCH IRON ROD
- ● – FOUND 1/2 INCH IRON ROD
- M.R.H.C.– MAP RECORDS OF HIDALGO COUNTY
- ℄ – CENTER LINE
- U.E. – UTILITY EASEMENT
- S.W.S.C. – SHARYLAND WATER SUPPLY CORP.
- ⚠ – COTTON PICKER SPINDLE

DRAINAGE REPORT
DAVID GARZA SUBDIVISION
MISSION, TEXAS

DAVID GARZA SUBDIVISION IS A 1 LOT SUBDIVISION BEING 2.502 ACRES OF THE SOUTH 5.00 ACRES, OUT OF LOT 58, NEW CALEDONIA UNIT NO.1, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 6, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS. THE SUBDIVISION IS IN ZONE "C", (NO SHADE), AREAS OF MINIMAL FLOODING, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0400 C, REVISED NOVEMBER 16, 1982. THE LOT WILL BE USED FOR RESIDENTIAL PURPOSES.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HIDALGO FINE SANDY LOAM, WITH 0 TO 1 % SLOPES. THESE SOILS ARE WELL-DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS MODERATE. PLEASE SEE THE ATTACHED TABLES FOR THE ENGINEERING, PHYSICAL AND CHEMICAL PROPERTIES OF THESE SOILS.

EXISTING RUNOFF SHEET FLOWS OVERLAND IN AN EASTERN DIRECTION TOWARDS SCHUERBACH ROAD IN TO AN EXISTING ROAD SIDE DITCH WITHIN THE RIGHT OF WAY OF SCHUERBACH ROAD, THEN CONTINUES SOUTH INTO MISSION LATERAL, THEN EAST INTO MISSION/MCALLEN LATERAL; THEN NORTH TO THE WEST MAIN, THEN EASTERLY INTO NORTH MAIN DRAIN TO FINAL OUTFALL AT THE LAGUNA MADRE. USING THE RATIONAL METHOD, WE HAVE DETERMINED THAT A 10-YR RAINFALL EVENT WILL GENERATE APPROXIMATELY 3.30 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 3.93 CFS OF RUNOFF FOR A 25-YR RAINFALL EVENT.

IN ACCORDANCE WITH THE CITY OF MISSION'S AND COUNTY'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 708 CF OR 0.016 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. CURRENT RUNOFF WILL BE DETAINED IN THE DETENTION GREEN AREAS OF THE LOT. OVERFLOW WILL BE RELEASED OVERLAND TO FOLLOW THE EXISTING DRAINAGE PATTERNS OF THE AREA IN AN EASTERN DIRECTION TOWARDS SCHUERBACH ROAD IN TO AN EXISTING ROADSIDE DITCH WITHIN THE RIGHT OF WAY OF SCHUERBACH ROAD, THEN CONTINUES SOUTH INTO MISSION LATERAL, THEN EAST INTO MISSION/MCALLEN LATERAL; THEN NORTH TO THE WEST MAIN, THEN EASTERLY INTO NORTH MAIN DRAIN TO FINAL OUTFALL AT THE LAGUNA MADRE. TABLES AND CALCULATIONS ARE ATTACHED.

IVAN GARCIA, P.E., R.P.L.S. — DATE

STATE OF TEXAS · IVAN GARCIA · 115662 · LICENSED PROFESSIONAL ENGINEER

ENGINEERING REPORT FOR DAVID GARZA SUBDIVISION
BY IVAN GARCIA, P.E., R.P.L.S.

LEGAL DESCRIPTION
BEING THE NORTH 2.502 ACRES OF THE SOUTH 5.00 ACRES, OUT OF LOT 58, NEW CALEDONIA UNIT NO.1, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 6, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PROPOSED USE
THE PROPOSED USE FOR THIS SUBDIVISION IS SINGLE FAMILY RESIDENTIAL.

WATER SUPPLY AND DISTRIBUTION

THIS SUBDIVISION WILL BE PROVIDED WATER SERVICE BY SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.).

S.W.S.C. HAS AN EXISTING 6" WATER LINE THAT RUNS ON THE EAST RIGHT OF WAY OF SCHUERBACH ROAD. THE LOT HAS AN EXISTING INDIVIDUAL WATER SERVICE CONNECTION AND METER FROM SAID EXISTING WATER LINE. THE EXISTING WATER SERVICE AND METER WILL CONTINUE TO SERVICE THE THIS SUBDIVISION, AT NO ADDITIONAL COST.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM DAVID GARZA 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. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

SOIL EVALUATION REPORT:

THE LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE SITE CONSISTS OF 100% OF HIDALGO FINE SANDY LOAM, WITH 0 TO 1 % SLOPES. THESE SOILS ARE WELL-DRAINED, SURFACE RUNOFF IS NEGLIGIBLE, PERMEABILITY IS MODERATELY HIGH TO HIGH, AND THE WATER CAPACITY IS MODERATE. THE SOIL IS A UNIFORM SANDY LOAM EXTENDING THE BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIER'S CHECK OR 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 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.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500 FOR THE ENTIRE SUBDIVISION.

IVAN GARCIA, P.E., R.P.L.S. — DATE

STATE OF TEXAS · IVAN GARCIA · 115662 · LICENSED PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA PARA DAVID GARZA SUBDIVISION
IVAN GARCIA, P.E., R.P.L.S.

ABASTECIMIENTO DE AGUA POTABLE: DESCRIPCION, COSTO, Y FECHA DE OPERACION

DAVID GARZA SUBDIVISION RECIBIRA SERVICIO DE AGUA POTABLE DE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.).

S.W.S.C. TIENE UNA TUBERIA EXISTENTE DE AGUA DE SEIS (6") PULGADAS LOCALIZADA AL LADO ESTE DE SCHUERBACH ROAD. EL LOTE CUENTA ACTUALMENT CON UN SERVICIO Y MEDIDOR INDIVIDUAL CONECTADO A LA MENCIONADA TUBERIA DE SEIS (6") PULGADSA. ESTE SERVICIO Y MEDIDOR EXISTENTES CONTINUARAN PROVEYENDO SERVICIO A ESTA SUBDIVISION, SIN NINGUN COSTO ADICIONAL.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÓN EL REPORTE.

EL LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. ACORDE CON EL REPORTE DE SUELOS PREPARADO PARA EL CONDADO DE HIDALGO POR EL SOIL CONSERVATION SERVICE DE U.S.D.A., EL SITIO CONSISTE DE 100% DE HIDALGO FINE SANDY LOAM, CON PENDIENTES DE " A 1% ESTAS TIERRAS SON DE BUEN-DRENAJE, ESCORRENTIA SUPERFICIAL ES MINIMA, PERMEABILIDAD ES MODERADAMENTE ALTA A ALTA, Y LA CAPACIDAD PARA BSORBER AGUA ES MODERADA. LA TIERRA CONSISTE DE UNA CAPA UNIFORME DE SANDY LOAM QUE SE EXTIENDE BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON 1,500.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL.

CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERA ADECUADA CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE $1,500.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACIÓN DE UN SISTEMA SEPTICO 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 CONSTRUCCION PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACIÓN:

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

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,500.00 A UN COSTO TOTAL DE $1,500.00 TODA LA SUBDIVISIÓN.

OSSF – FINANCIAL GUARANTEE OF PERFORMANCE

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.– WE , DAVID GARZA, AND TANYA RUTH GARZA, SUBDIVIDERS OF DAVID GARZA SUBDIVISION HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

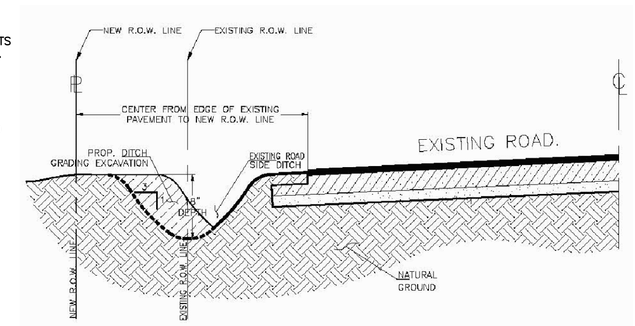
DAVID GARZA
OWNER

TANYA RUTH GARZA
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME BY THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ 20_____.

NOTARY PUBLIC
MY COMSTUART EXPIRES_____



RECONSTRUCTION OF ROAD SIDE DITCH
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

REVISION NOTES TABLE	
DATE	DESCRIPTION

INDEX TO SHEETS OF DAVID GARZA SUBDIVISION

SHEET 1: HEADING; INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF MISSION APPROVAL CERTIFICATE; HIDALGO COUNTY IRRIGATION DISTRICT No. 6, COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 2: FINAL ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTEWATER AND ENGINEER'S CERTIFICATIONS, SUBDIVIDER CERTIFICATION, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING.

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
TEXAS LICENSED SURVEYING FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DELTA ENGINEERING

DRAWN: PETER HERMIDA, E.I.T.
DESIGN BOUNDARY: IVAN GARCIA, P.E., R.P.L.S.
CHECKED: GILBERT J. GUERRA, P.E.
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.
SCALE: 1"=50
DATE: APRIL, 2015

ISSUED FOR: FINAL

PLAT SHEET 2-UTILITY AND DRAINAGE LAYOUT
DAVID GARZA SUBDIVISION
CITY OF MISSION
HIDALGO COUNTY, TEXAS

PROJECT: SUB 14 015

PAGE NO. 2-OF-2

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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1902 Joe Stephens Ave.
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: April 14, 2015

LAS ESTRELLAS NO. 1 SUBDIVISION – PCT. 3

ON DECEMBER 20, 2011, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY NINE THOUSAND DOLLARS ($39,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY SIX (26) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $3,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY ONE (21) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$39,000.00
1ST REIMBURSEMENT	$13,500.00
2ND REIMBURSEMENT	$ 3,000.00
3RD REIMBURSEMENT	$ 1,500.00
4TH REIMBURSEMENT	$ 6,000.00
5TH REIMBURSEMENT	$ 4,500.00
6TH REIMBURSEMENT	$ 3,000.00
BALANCE REMAINING	$ 7,500.00

*** END OF MEMORANDUM ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

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1304 S. 25th Street
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 29 20 12

Received of: CWL Limited $ 39,000.00

Thirty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas No 1

Cash _____ Check # 0119711 M.O. # _____

Received by: Ana L. Castillo

- UTILITY CERTIFICATE REVIEW FEE
  Acct # - 1100-341-30-210-003-0-000
  Permit No. _____
  TOTAL

- SUBDIVISION FEES
  Acct # - 1100-341-30-210-003-0-000
  Filing/Review Fee _____
  2% Inspection Fee _____
  Maps _____
  Subd. Rules Book _____
  Other _____
  TOTAL

- ESCROW
  Acct # - 1100-341-30-210-003-0-000
  1/3 Paving
  Septic Tank - 39,000.00
  Other _____
  TOTAL 39,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66047 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD 0001

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01 /7

0119711

Border Capital Bank MEMBER FDIC

CWL LIMITED
REMITTER

DATE 02/27/12

88-116/1149

PAY TO THE ORDER OF HIDALGO COUNTY $ ***39,000.00***

THIRTY NINE THOUSAND and 00/100***US Dollars

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Re: Las Estrellas I-Septic Cash Escrow

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈0119711⑈ ⑆114911616⑆ ⑈99 0010 1⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 13th 2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -1

Dear Mr.T.J. Arredondo

According to our records, **21** of **26 lots** in **LAS ESTRELLAS SUBDIVISION PH-1** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-1** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: APRIL 14, 2015

Re: LAS ESTRELLAS NO. 2 SUBDIVISION – PCT. 3

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS ($9,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SIX (6) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$9,000.00
1ST REIMBURSEMENT	$4,500.00
2ND REIMBURSEMENT	$1,500.00
3RD REIMBURSEMENT	$1,500.00
BALANCE REMAINING	$1,500.00

*** END OF MEMORANDUM ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb 21 20 12

Received of: CWL Limited $ 9,000.00

Nine thousand and 00/100 Dollars

Subdivision: Las Estrellas Ph 2

Cash _____ Check # 1049 M.O. # _____

Received by: [signature]

o UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
o SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
o ESCROW Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	9,000.00
Other	
TOTAL	9,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65993 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CWL LIMITED
PO BOX 118
EDINBURG, TX 78540
956-383-7032
956-381-0410

BORDER CAPITAL BANK
PO BOX 5555
MCALLEN, TX 78502-5555
956-682-2265

88-1161
1149

1049

DATE 1/31/2012

PAY Hidalgo County $ **9,000.00

*NINE-THOUSAND AND 00/100*********** DOLLARS

TO THE ORDER OF Hidalgo County

CWL LIMITED
By: THREE LLC, It's General Partner
By: [signature]

Memo Septic Tank Escrow - Las Estrellas Sub. II

⑈1049⑈ ⑆114911616⑆ ⑈00302368⑈

Security Features. Details on back.

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 13th 2015

Hidalgo County Planning Department
Mr. T.J.Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -2

Dear Mr. T.J. Arredondo

According to our records, **5** of **6 lots** in **LAS ESTRELLAS SUBDIVISION PH-2** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-2** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
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Edinburg, Texas 78542
Phone (956) 318-2840
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Precinct No. 3 Substation
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: APRIL 14, 2015

Re: LAS ESTRELLAS NO. 3 SUBDIVISION – PCT. 3

ON MARCH 06, 2012, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SIXTY NINE THOUSAND DOLLARS ($69,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY SIX (46) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $7,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FIVE (5) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FORTY (40) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $7,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$69,000.00
1ST REIMBURSEMENT	$27,000.00
2ND REIMBURSEMENT	$ 9,000.00
3RD REIMBURSEMENT	$12,000.00
4TH REIMBURSEMENT	$ 4,500.00
5TH REIMBURSEMENT	$ 7,500.00
BALANCE REMAINING	$ 9,000.00

*** END OF MEMORANDUM ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb 21 20 12

Received of: CWL Limited $69,000.00

Sixty nine thousand and 00/100 Dollars

Subdivision: Las Estrellas III

Cash _____ Check # 0119487 M.O. # _____

Received by: Mel Lr

○ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	69,000.00
Other	
TOTAL	69,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 65396 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD-0001

01-15 TRC#1138449 DSB 01-07-12

0119487

Border Capital Bank

CWL LIMITED
"CASH DEPOSIT" LAS ESTRELLAS S/D III
REMITTER

DATE 02/01/12

PAY TO THE ORDER OF HIDALGO COUNTY [redacted] $ ***69,000.00***

SIXTY NINE THOUSAND and 00/100***USDollars

CASHIER'S CHECK

FOR INQUIRIES CALL 956-682-2265

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

Gayle L Miller
AUTHORIZED SIGNATURE

⑈0119487⑈ ⑆113491616⑆ ⑈99 0010 1⑈

Details on Back. Security Features Included

HEALTH DEPARTMENT
COUNTY OF HIDALGO

Apri 13th 2015

Hidalgo County Planning Department
Mr. T.J.Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -3

Dear Mr. T.J. Arredondo

According to our records, **40** of **46 lots** in **LAS ESTRELLAS SUBDIVISION PH-3** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-3** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: APRIL 14, 2015

Re: LAS ESTRELLAS NO. 4 SUBDIVISION – PCT. 3

ON APRIL 9, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF SEVENTY EIGHT THOUSAND DOLLARS ($78,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FIFTY TWO (52) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $6,000.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FOUR (4) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FORTY (40) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $6,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$78,000.00
1ST REIMBURSEMENT	$40,500.00
2ND REIMBURSEMENT	$10,500.00
3RD REIMBURSEMENT	$ 3,000.00
4TH REIMBURSEMENT	$ 6,000.00
BALANCE REMAINING	$18,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date March 22 20 13

Received of: CWL Limited $78,000.00

Seventy eight thousand and 00/100 Dollars

Subdivision: Las Estrellas PH IV

Cash — Check # — M.O. # 0121796

Received by: [illegible]

o UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000 Permit No.	
TOTAL	
o SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000 Filing/Review Fee 2% Inspection Fee Maps Subd. Rules Book Other	
TOTAL	
o ESCROW Acct # - 1100-341-30-210-003-0-000 1/3 Paving Septic Tank (52)	$78,000.00
Other	
TOTAL	$78,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
No. - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE PD 0001

20071632 01 /8

0121796

Border Capital Bank

CWL LIMITED
LAS ESTRELLAS IV 52 SEPTIC RESERVATIOI
REMITTER

DATE 03/22/13

PAY TO THE ORDER OF HIDALGO COUNTY .00 $ 78,000.00

ISSUER SEVENTY EIGHT THOUSAND and 00/100***USDollars

CASHIER'S CHECK

TWO SIGNATURES REQUIRED $100,000.00 AND OVER

FOR INQUIRIES CALL 956-682-2265

Adam Means, VP

⑈0121796⑈ ⑆111491616⑆ ⑈99 0010 2⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 13th 2015

Hidalgo County Planning Department
Mr. T.J.Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: LAS ESTRELLAS SUBDIVISION PH -4

Dear Mr. T.J. Arredondo

According to our records, **40** of **52 lots** in **LAS ESTRELLAS SUBDIVISION PH-4** have a septic tank systems installed and can be expected to function properly, **LAS ESTRELLAS SUBDIVISION PH-4** is located on Mile 5 and Minnesota .in Mission Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: APRIL 16, 2015

Re: RANCHITOS ESCONDIDOS PHASE I – PCT. 4

ON FEBRUARY 11, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF SEVENTY TWO THOUSAND DOLLARS ($72,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF FORTY EIGHT (48) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $7,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF FIVE (5) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT NINE (9) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $7,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$72,000.00
1ST REIMBURSEMENT	$ 6,000.00
2ND REIMBURSEMENT	$ 7,500.00
BALANCE REMAINING	$58,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Pharr, Texas 78577
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Fax (956) 318-2844

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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Jan 6 20 14

Received of: CWL Limited $ 72,000.00

Seventy-two-thousand and 00/100 Dollars

Subdivision: Ranchitos Escondido Ph 1

Cash _____ Check # 1254 M.O. # _____

Received by: Hilda Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - Water	72,000.00
Other	
TOTAL	72,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 63297 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD-0001

TXOA 1434449

CWL LIMITED
PO BOX 118
EDINBURG, TX 78540
956-383-7032

TEXAS REGIONAL BANK 88-1161/1149
PO BOX 5555
MCALLEN, TX 78502-5555
956-682-2265

1254

DATE 12/23/2013

PAY Hidalgo County $ **72,000.00

SEVENTY-TWO-THOUSAND AND 00/100********** DOLLARS

TO THE ORDER OF Hidalgo County

CWL LIMITED By: THREE LLC, It's General Partner

Memo Septic Tank Escrow -Ranchitos Escon. Ph1

⑈1254⑈ ⑆114913351⑆ ⑈0030236⑈

Security features. Details on back.

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 15th, 2015
Hidalgo County Planning Department
Mr.T.J.Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: Ranchitos Escondidos Ph-1

Dear T.J.Arredondo

According to our records, **9** of **48** lots in **Ranchitos Escondidos Ph-1**have a septic tank systems installed and can be expected to function properly, **Ranchitos Escondidos Ph-1** is located on Kenyon Rd.and FM 2812 Rd. Edinburg , Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

Hidalgo County
Planning
Department

Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: TJ ARREDONDO, DIRECTOR OF PLANNING

DATE: APRIL 22, 2015

RE: WESLACO MANOR SUBDIVISION – PCT. 4

ON AUGUST 09, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF ONE HUNDRED THIRTEEN (113) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON JUNE 17, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF SEVENTEEN THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING SEVENTEEEN (17) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000.00). THIS REFLECTS THE INSTALLATION OF FIVE (5) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE HUNDRED ONE (101) OUT OF ONE HUNDRED THIRTEEN (113) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$17,000.00
1ST REIMBURSEMENT	$ 5,000.00
BALANCE	$ 12,000.00

Hidalgo County Planning Department

Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 17 20 14

Received of: Landco $17,000.00

Seventeen thousand and 00/100 Dollars

Subdivision: Weslaco Manor

Cash _____ Check # 32923 M.O. # _____

Received by: [signature]

- UTILITY CERTIFICATE REVIEW FEE
  Acct # - 1100-341-30-210-003-0-000
  Permit No. _____
  TOTAL
- SUBDIVISION FEES
  Acct # - 1100-341-30-210-003-0-000
  Filing/Review Fee
  2% Inspection Fee
  Maps
  Subd. Rules Book
  Other
  TOTAL
- ESCROW
  Acct # - 1100-341-30-210-003-0-000
  1/3 Paving
  Septic Tank - 17 - 17,000.00
  Other
  TOTAL 17,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70198 - 2/4

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COUNTY AUDITOR'S FORM RE-PD-0001

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LANDCO (ROUTE 67075544 bob 3-15-54)
(956) 318-0958
2814 W. FREDDY GONZALEZ DR
EDINBURG, TX 78539-7351

FIRST NATIONAL BANK
EDINBURG, TX 78539
88-2141/1149

32923

6/16/2014

PAY TO THE ORDER OF HIDALGO COUNTY PLANNING DEPT $ **17,000.00

Seventeen Thousand and 00/100********** DOLLARS

HIDALGO COUNTY PLANNING DEPT

A TAMPER RESISTANT TONER AREA A

MEMO Septic Tanks- Weslaco Manor

[signature]

⑈032923⑈ ⑆114921451⑆ ⑈0014008645⑈

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Hidalgo County
Planning
Department

Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 21,2015

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: WESALCO MANOR

Dear T.J. Arredondo:

According to our records, **101 of 113** lots in **Weslaco Manor** have septic tank systems installed and can be expected to function properly, **WESLACO MANOR** is located on **Mile 2 W and Mile 11 N in Weslaco, Tx.**

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: T.J. ARREDONDO, DIRECTOR OF PLANNING

DATE: APRIL 21, 2015

RE: VISTA RIDGE ACRES PH. 3 SUBDIVISION – PCT. 1

ON JANUARY 25, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH LETTER OF CREDIT TO SECURE THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON JANUARY 22, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF THREE THOUSAND DOLLARS ($3,000.00). THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) OUT OF TWELVE (12) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$13,500.00
1ST REIMBURSEMENT	$ 3,000.00
BALANCE	$10,500.00

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Jan 22 20 14

Received of: Landco. $ 13,500.00

Thirteen thousand five hundred and 00/100 — Dollars

Subdivision: Vista Ridge Acres Ph. 3

Cash _____ Check # 32336 M.O. # _____

Received by: Mary Ann

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank (9)	13500.00
Other	
TOTAL	13,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69387 - 2/4

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COUNTY AUDITOR'S FORM RE-PD-0001

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EDINBURG, TX 78539-7351

(956)239-1868

FIRST NATIONAL BANK
EDINBURG, TX 78539
88-2141/1149

32336

1/22/2014

PAY TO THE ORDER OF County of Hidalgo $ **13,500.00

Thirteen Thousand Five Hundred and 00/100********** DOLLARS

A TAMPER-RESISTANT TONER AREA

County of Hidalgo

MEMO Septic Tank Deposit Vista Ridge Acres #3

Jackie McClelland

⑈032336⑈ ⑆114921415⑆ ⑈0014008645⑈

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Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
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Fax (956) 318-2844

Precinct No. 1 Substation
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 21,2015
Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: VISTA RIDGE ACRES PH-3

Dear Mr. T.J. Arredondo:

According to our records, 5 of 12 lots in **VISTA RIDGE ACRES PH-3** have a septic tank systems installed and can be expected to function properly, **VISTA RIDGE ACRES PH-3** is located on **Mile 20 & FM 88 Elsa, Tx.**

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: TJ ARREDONDO, DIRECTOR OF PLANNING

DATE: APRIL 22, 2015

RE: VENETIAN RANCHES SUBDIVISION – PCT. 4

ON OCTOBER 02, 2001, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE ABOVE REFERENCED SUBDIVISION. ON APRIL 20, 2015 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND NINE HUNDRED DOLLARS ($11,900.00) TO SECURE THE INSTALLATION OF THE REMAINING FOURTEEN (14) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY SIX (66) OUT OF EIGHTY (80) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR RELEASE OF LETTER OF CREDIT AND REPLACE WITH A CASH DEPOSIT IN THE AMOUNT OF $11,900.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Fax (956) 973-7850

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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

RENEWAL AND EXTENSION OF IRREVOCABLE LETTER OF CREDIT NO.072801

TO: COUNTY JUDGE, Ramon Garcia, HIDALGO COUNTY TEXAS

DATE: May 5, 2014 SUBDIVISION NAME: Venetian Ranches

We hereby authorize you to draw at sight on PlainsCapital Bank for the account of Richard A. Garza, up to the aggregate amount of Twelve Thousand Seven Hundred Fifty Dollars and No Cents ($12,750.00) available by our draft, accompanied by a certification by the County Planning Department or County Judge that the following conditions exists:

A condition of Draw exists under the Subdivision Construction Agreement dated 05/05/04 and between Subdivider and Hidalgo County. County is in substantial compliance with the terms of said agreement and has calculated the amount of this draft in accordance with the terms of the Agreement.

Drafts must be drawn and presented by or on May 5, 2015 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letter authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit will be surrendered to us.

Except as expressly stated this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: PlainsCapital Bank

Address of Issuer: 7201 N 10th Street, McAllen, TX 78504

Officer: Jon Gillespie

Authorized Signature: Jon Gillespie

B. Subdivision Construction Agreement

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

B.I.C. INVESTMENTS

RICHARD A. GARZA dba B.I.C. INVESTMENTS
Operating Account
3910 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
(956) 383-6295

First National Bank
80-2141
1149

034754

4/16/2015

PAY TO THE ORDER OF HIDALGO COUNTY $ **11,900.00

Eleven Thousand Nine Hundred and 00/100********** DOLLARS

HIDALGO COUNTY

VOID AFTER 90 DAYS

MEMO VENETIAN RANCHES - SEPTIC TANK ESCROW

⑈034754⑈ ⑆111921415⑆ ⑈040 457 8⑈

HIDALGO COUNTY PLANNING DEPARTMENT

Date 4/20 20 15

Received of: BIC Investments (Richard A. Garza) $ 11,900.00

Eleven thousand nine hundred + 00/100 Dollars

Subdivision: Venetian Ranches

Cash ____ Check # 034754 M.O. # ____

Received by: Rolando Rios

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing / Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
1/3 Paving	
Septic Tank - *Acct # - 1100-211-00-000-018-0-000*	$ 11,900.00
Other *Acct # - 1100-211-00-000-026-0-000*	
TOTAL	$ 11,900.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71744-2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD-0011

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 20,2015
Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: Venetian Ranches Sub.

Dear Mr. T.J. Arredondo:

According to our records, **66 of 80** lots in **Venetian Ranches Sub.** have a septic tank systems installed and can be expected to function properly, **Venetian Ranches Sub.** is located on Alamo Rd. and Cesar Chavez Rd. Edinburg, Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
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Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: TJ ARREDONDO, DIRECTOR OF PLANNING

DATE: APRIL 22, 2015

RE: LOS VENADOS PH. 2 SUBDIVISION – PCT. 4

ON FEBRUARY 24, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 20, 2015 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND FIFTY DOLLARS ($11,050.00) TO SECURE THE INSTALLATION OF THE REMAINING THIRTEEN (13) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A RELEASE OF THE LETTER OF CREDIT. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TEN (10) OUT OF TWENTY THREE (23) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR RELEASE OF LETTER OF CREDIT AND REPLACE WITH A CASH DEPOSIT IN THE AMOUNT OF $11,050.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

RENEWAL AND EXTENSION OF IRREVOCABLE LETTER OF CREDIT NO. 082505

TO: COUNTY JUDGE, Ramon Garcia, HIDALGO COUNTY TEXAS

DATE: August 13, 2014 SUBDIVISION NAME: Los Venados - North Subdivision

We hereby authorize you to draw at sight on PlainsCapital Bank for the account of Garco, Ltd., up to the aggregate amount of Eleven Thousand Fifty Dollars and No Cents ($11,050.00) available by our draft, accompanied by a certification by the County Planning Department or County Judge that the following conditions exists:

A condition of Draw exists under the Subdivision Construction Agreement dated 2/13/04 and between Subdivider and Hidalgo County. County is in substantial compliance with the terms of said agreement and has calculated the amount of this draft in accordance with the terms of the Agreement.

Drafts must be drawn and presented by of on August 13, 2015 by the close of business of the Issuer of this credit and must specify the date and number of this credit. Drafts will be honored within five calendar days of presentment. We hereby engage all drawers that drafts drawn and presented in accordance with this credit shall be duly honored. Partial draws are permitted and the letter of credit shall be reduced by the amount of such partial draws as well as by any reduction letter authorized by the County. The sum of such partial draws shall on no account exceed the Stated Amount of this credit will be surrendered to us.

Except as expressly stated this credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce (Publication No. 400).

This credit is irrevocable prior to its expiration date unless both parties consent to revocation in writing.

Issuer: PlainsCapital Bank

Address of Issuer: 7201 N 10th Street, McAllen, Texas 78504

Officer: Jon Gillespie, Senior Banking Center Manager

Authorized Signature:

B. Subdivision Construction Agreement

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 20 2015

Received of: Garco, Ltd. $ 11,050.00

Eleven thousand fifty and 00/100 Dollars

Subdivision: Los Venados 2-North

Cash ____ Check # 2989 M.O. # ____

Received by: [signature]

○ UTILITY CERTIFICATE REVIEW FEE *Acct # - 1100-341-30-210-003.0-000* Permit No. ____	
TOTAL	
○ SUBDIVISION FEES *Acct # - 1100-341-30-210-001-0-000*	
Filing / Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
1/3 Paving	
Septic Tank - 13 lots	11,050.00
Acct # - 1100-211-00-000-018-0-000	
Other *Acct # - 1100-211-00-000-026-0-000*	
TOTAL	11,050.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71411-2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-FD-4003

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Lone Star National Bank 68-1168/1149
We Make Banking Easy™
1-800-580-6322 ext. 2444

002989

2/12/2015

PAY TO THE ORDER OF HIDALGO COUNTY $ **11,050.00

Eleven Thousand Fifty and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO LOS VENADOS-NORTH - SEPTIC TANK ESCROW

⑈002989⑈ ⑆114911687⑆ 710 13539⑈

2-24-15

Hidalgo County
Planning
Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

November 20,2013
Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: LOS VENADOS Sub. PH - 2

Dear Mr. Sesin:

According to our records, **10** of **23** lots in **LOS VENADOS Sub. PH-2** have a septic tank systems installed and can be expected to function properly,**LOS VENADOS Sub. PH-2** is located on HWY 281. and SH 186. Edinburg, Tx.

Sincerely,

Elizardo Ramos

Elizardo "Chardo " Ramos
Environmental Health
Division Manager

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-49547 **Precinct #4** **13. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between Hidalgo County and The City of McAllen, Texas
2. In accordance with Texas Govt. Code 791.014, approval of proposed project with the City of McAllen, Texas and the County, through Pct. 4 to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From Interlocal:

WHEREAS, City desires to assist County in that certain sanitary sewer project to service Hoehn Drive Subdivision located in the extra territorial jurisdiction of City such
project more particularly described on Exhibit A attached hereto (the "Work");

1. County agrees to perform the Work in accordance with the specifications prepared by Raul Sesin, P.E. dated May 1, 2015. City agrees to pay County a lump sum of Four Hundred Seventy Seven Thousand and Eight Hundred Ninety Five and 90/lOOths dollars ($477,895.90) upon execution of this Agreement for performance of the Work (the "City Payment")

6. County through third party contractor(s) utilizing funds County received or will receive from the Texas Department of Agriculture and Community Development Block Grant shall connect residential sanitary lines to the

residences located within Hoehn Drive Subdivision (Vol.23, Page 59, HCMR).

7. Hidalgo County Precinct 4 shall contribute the sum of Five Hundred Forty Six Thousand Three Hundred Twenty Nine and 2O/lOOths dollars ($546,329.20) toward the Work through **the use of in house engineering and in house labor and equipment.**

Attachments

exhibit A
ICA

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/01/2015 08:28 AM
Manuel Chapa	Manuel Chapa	05/01/2015 01:11 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Monica Badillo		Started On: 04/30/2015 05:03 PM
Final Approval Date: 05/01/2015		

MONTE CRISTO ROAD (FM 1925)

DEPOT ROAD

HOEHN DRIVE SUBDIVISION
39.95 ACRES
164 RESIDENTIAL LOTS
2 COMMERCIAL LOTS

PROP. 8" SAN. SEWER

PROP. 8" SAN. SEWER

PROP. 8" SAN. SEWER

PROP. 12" SAN. SEWER

PROP. 8" SAN. SEWER

HOEHN DR.

PROP. 8" FORCE MAIN

ROGERS ROAD

PROP. 8" FORCE MAIN

PROP. 8" FORCE MAIN

PROP. 8" FORCE MAIN

DEPOT ROAD

CITY OF MCALLEN
LIFT STATION

PROP. 8"
FORCE MAIN

RUSSELL ROAD

HCDD No 1 WEST MAIN I
DRAIN DITCH

OVERALL PLAN VIEW
EXHIBIT "A"

COMMISSIONER
JOSEPH PALACIOS
HIDALGO COUNTY PCT 4
IMPROVEMENTS PROJECT

HIDALGO COUNTY
PRECINCT 4
1051 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 383-3112 FAX: (956) 381-5905
www.co.hidalgo.tx.us

SHEET:
TOPY BY: EDGAR ISIDRO
CHECKED BY: RAUL E. SESIN
DRAWN BY: CYNTHIA PEREZ
SCALE: half: 1"=100' full:1"=200'

Drawing: I:\PCT 4\Hoehn Sanitary Sewer\Hoehn Exhibit A.dwg) Plotted by: areanna.yzaguirre
Layout Tab: Overall Planview Date: 04/23/2015 Time: 07:13:09 PM

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF McALLEN, TEXAS

This Agreement is made on this the ___ day of _____, 2015 by and between HIDALGO COUNTY, TEXAS, hereinafter referred to "County" and THE CITY OF McALLEN, TEXAS acting by and through the Public Utility Board hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, City desires to assist County in that certain sanitary sewer project to service Hoehn Drive Subdivision located in the extra territorial jurisdiction of City such project more particularly described on Exhibit A attached hereto (the "Work");

WHEREAS, the Work consists among other items the construction of a lift station (oversized), force main (oversized), sanitary sewer lines (oversized) residential connection of sewer line and filling of on-site sewage facilities;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to perform the Work in accordance with the specifications prepared by Raul Sesin, P.E. dated May 1, 2015. City agrees to pay County a lump sum of Four Hundred Seventy Seven Thousand Eight Hundred Ninety Five and 90/100ths dollars ($477,895.90) upon execution of this Agreement for performance of the Work (the "City Payment"). Following completion of the Work by County, County shall have no further obligation or responsibility with respect to the Work including but not limited to repairs to or maintenance of the Work.

2. County agrees either by its own forces or by third party contractor(s) to provide for engineering, labor and materials required for the Work.

3. The parties agree that all other costs associated with the Work shall be the responsibility of County in their entirety.

4. Term: The term of this Agreement shall be for the time period required to accomplish the Work which shall not exceed two hundred and forty (240) days from the date County receives the City Payment.

5. City, to the extent required under the Tex. Trans. Code §251.012, authorizes County to perform the work described herein.
6. County through third party contractor(s) utilizing funds County received or will receive from the Texas Department of Agriculture and Community Development Block Grant shall connect residential sanitary lines to the residences located within Hoehn Drive Subdivision (Vol.23, Page 59, HCMR).

7. Hidalgo County Precinct 4 shall contribute the sum of Five Hundred Forty Six Thousand Three Hundred Twenty Nine and 20/100ths dollars ($546,329.20) toward the Work through the use of in house engineering and in house labor and equipment.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

9. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work and services under this Agreement performed by each party.

10. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

11. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

12. **Entire Agreement.** This Agreement 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 representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.

13. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice

to the party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

14. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

15. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by 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 McAllen:	City of McAllen Attention: James E. Darling, Mayor 1300 Houston Avenue McAllen, Texas 78501
With copy to	City of McAllen Attention: Roy Rodriguez, City Manager 1300 Houston Avenue McAllen, Texas 78501
If to County:	Hidalgo County Attention: Chairman of the Board 900 N. Doolittle Road Edinburg, Texas 78541
With copy to:	Commissioner, Precinct No. 4 Attention: Joseph Palacios 1102 N. Doolittle Road Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for

all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

15. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

16. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute.** The execution and performance of this Agreement by City of McAllen and Hidalgo County have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Irrigation and District in accordance with its terms.

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF McALLEN

By: _____
James E. Darling, Mayor

ATTEST:

_____
Annette Villarreal, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §

COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project with the City of McAllen, Texas, and the County, through Precinct No. 4. The City and the County desire to assist in that certain sanitary sewer project located in Hoehn Drive Subdivision located in the extraterritorial jurisdiction of City more particularly through an Interlocal Cooperation Agreement to be entered into with the City of McAllen, Texas.

By vote on _____, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-49537 **Budget and Management** **14. A.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Presentation of final agreement between Hidalgo County and VIDA in the amount of $187,000.00.

BACKGROUND

Agreement approved by commissioners' court on 3/17/15 (AI-48866) subject to legal's final approval.

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-843

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

BUDGETARY IMPACT:

Funds for FY2015 available as of 4/30/15.

Attachments

Agreement

Form Review

Inbox	**Reviewed By**	**Date**
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/30/2015 04:19 PM
Budget & Management	Veronica Ortiz	04/30/2015 04:23 PM
Auditor's Office	Monica Badillo	05/01/2015 03:25 PM

Form Started By: Merlen P. Munoz Started On: 04/30/2015 02:57 PM

Final Approval Date: 05/01/2015

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE AGREEMENT

This Economic Development Program Agreement (the "Agreement") is entered into by and between the County of Hidalgo, Texas, hereinafter referred to as the ("COUNTY"), a political subdivision of the State of Texas, and VIDA, a non-profit organization, and hereinafter referred to as the ("CONTRACTOR"), herein after referred to collectively as the ("Parties").

WITNESSETH

WHEREAS, Hidalgo County is authorized pursuant to Section §381.004 (b) of the Texas Local Government Code, to develop and administer state and local economic development programs for the purpose of stimulating business and commercial activity in the County; and

WHEREAS, the Hidalgo County Commissioners Court created the "Hidalgo County Literacy Program" on March 3, 2015, under the authority of the Texas Local Government Code §381.004(b)(6), focused on assisting economically disadvantaged, underemployed & unemployed residents gain employment through skills development training for demand occupations, and;

WHEREAS, the Hidalgo County Commissioners Court on the 17th day of March, 2015 passed a Resolution creating the Advancing Career Education Initiative, hereinafter referred to as ("ACE") to assist economically disadvantaged, underemployed & unemployed Hidalgo County residents with barriers to employment to gain employment through skill development programs that allow them to achieve long-term sufficiency and upward mobility.

WHEREAS, pursuant to Section 381.004, County is authorized to spend public funds and provide personnel and services of the county to develop such programs, and to contract with another entity for the administration of such an economic development program; and

NOW, THEREFORE, under the authority of the Texas Local Government Code §381.004, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to provide partial funding of an initiative that provides skills development programs to individuals with barriers to employment to help them achieve long-term sufficiency (the "Initiative"). The result will be employment in jobs that pay a high wage with benefits and upward mobility. Services will be coordinated and

administered by CONTRACTOR whose corporate offices are located at 417 S. Ohio, Mercedes, Texas 78570.

ARTICLE II

TERM

2.01 The term of this Agreement is for twelve (12) months beginning May 1, 2015 and ending April 30, 2016.

ARTICLE III

SERVICES

3.01 CONTRACTOR will operate the Initiative, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed & unemployed individuals who reside in Hidalgo County that meet the following criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individual with family responsibilities

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3.02 CONTRACTOR shall perform the Initiative in accordance with Exhibit "A" (project description, performance goals and objectives), attached and incorporated herewith as part of this Agreement.

3.03 Supportive services eligible for reimbursement through this Agreement include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical expenses.

ARTICLE IV

WARRANTY OF COMPLETION

4.01 CONTRACTOR shall complete the Project in the event that allocated funds are not available or sufficient to cover total Project costs and warrants that CONTRACTOR has the means and resources to ensure completion of the Project in such an event.

ARTICLE V

CONSIDERATION

5.01 For services rendered under this Agreement, COUNTY will pay to CONTRACTOR an amount not to exceed $187,000.00, in accordance with Exhibit "B". Requests for budget revisions shall be submitted by CONTRACTOR to COUNTY for approval.

5.02 CONTRACTOR will submit to the COUNTY JUDGE'S OFFICE on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated by reference herein as Exhibit "C". A copy of these reports should also be sent to County's Executive Office and Budget and Management Department.

5.03 CONTRACTOR shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. CONTRACTOR may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

5.04 CONTRACTOR shall submit to the COUNTY JUDGE'S OFFICE such other reports as may be requested by COUNTY to document CONTRACTOR'S liabilities under this Agreement.

5.05 After receipt of and approval by COUNTY of CONTRACTOR'S billing package, COUNTY shall pay to CONTRACTOR an amount equal to the total amount of such billing package or in equal monthly installments, subject to deduction of any costs not allowed under the program. Delinquent or unacceptable billing and reporting to COUNTY by CONTRACTOR, however, shall excuse delay of payment by COUNTY.

5.06 Within ten (10) working days of COUNTY's written request, CONTRACTOR shall refund to COUNTY any sum of money paid by COUNTY to which COUNTY has determined:

a. Resulted in overpayment to CONTRACTOR;
b. Has not been spent by CONTRACTOR strictly in accordance with the terms of this Agreement; or
c. Is not supported by adequate documentation to fully justify the expenditure.

5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the County Judge's Office); and
b. A listing showing each person's full name, last known complete address and amount owing to each individual.

ARTICLE VI

PERFORMANCE

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within five (5) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than 75% of the allocated funds will have been expended.

CONTRACTOR will provide the COUNTY JUDGE'S OFFICE with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6.02 CONTRACTOR'S non-performance may result in termination or withholding of funds.

ARTICLE VII

REVIEW

7.01 The COUNTY JUDGE'S OFFICE shall be the primary contact regarding this Agreement.

7.02 In the event CONTRACTOR utilizes subcontractors in performing any obligation required by this Agreement, the Department of Budget and Management staff shall, prior to execution of all contractual agreements, review and approve the selection process, bidding procedures and all proposed agreements, if any, entered into by CONTRACTOR.

7.03 COUNTY will determine what is eligible for reimbursement under this Agreement in accordance with the items listed in Article III and incorporated herein as Exhibit "B".

ARTICLE VIII

PROGRAM RECORDS & REQUIREMENTS

8.01 CONTRACTOR agrees to comply with all federal, state and local laws and ordinances applicable to COUNTY for the work or services provided under this Agreement.

8.02 CONTRACTOR shall maintain all financial records in accordance with Cost Principles for Non-profit Organizations, OMB Circular A-122, Audits Other Non-profit Organizations, OMB Circular A-133, and Administrative Requirements for Grants and Agreements with other Non-profit Organizations, OMB Circular A-110. These circulars will be made part of all agreements pertaining to the Project.

8.03 COUNTY shall have no obligation to pay CONTRACTOR until a representative of COUNTY has reviewed CONTRACTOR'S fiscal and accounting procedures to insure compliance with federal requirements.

8.04 COUNTY JUDGE'S OFFICE may conduct, at minimum, two (2) monitoring visits to CONTRACTOR'S project site to determine performance and compliance with the terms of this Agreement.

8.05 CONTRACTOR shall maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds.

8.06 CONTRACTOR shall allow any duly authorized representative of COUNTY, at all reasonable times, to have access to and the right to inspect copy, audit and examine all such books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.

8.07 CONTRACTOR agrees that the expenditure of funds pursuant to this Agreement shall be audited as part of the annual audit performed on CONTRACTOR by an independent auditor hired and paid by CONTRACTOR. The audit, with respect to the funds under this Agreement, shall be performed in accordance with the requirements of OMB Circular A-133. The audit report will include CONTRACTOR'S expenditures and revenues for the same time period as CONTRACTOR'S fiscal year.

ARTICLE IX

TERMINATION AND DEFAULT

9.01 COUNTY may suspend or terminate this Agreement if CONTRACTOR materially fails to comply with any term herein. This Agreement may also be terminated for convenience with thirty (30) days written notice. COUNTY agrees to pay CONTRACTOR for the amount of work completed up to the termination of this Agreement.

9.02 Upon termination of this Agreement, CONTRACTOR shall transfer to COUNTY any unutilized funds provided under the terms of this Agreement, if any, along with any accounts receivable attributable to such funds within three (5) business days.

ARTICLE X

FURTHER REPRESENTATION, WARRANTIES AND COVENANTS

10.01 CONTRACTOR further represents and warrants that:

a. All information, data or reports ever provided or to be provided to COUNTY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report and that since said date shown, shall not have undergone any material change without written notice to COUNTY.

b. Any supporting financial statements ever provided or to be provided to COUNTY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of CONTRACTOR on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of CONTRACTOR.

c. No litigation or proceedings are presently pending or threatened against CONTRACTOR relating to the Agreement or Project.

d. None of the provisions contained herein contravene or in any way conflict with the authority under which CONTRACTOR is doing business or with the provisions of any existing obligation or agreement of CONTRACTOR.

e. CONTRACTOR has the legal authority to enter into this Agreement and accept payments hereunder and has taken all necessary measures to authorize such execution of contract and acceptance of payments pursuant to the terms and conditions thereof.

ARTICLE XI

PERFORMANCE RECORDS AND REPORTS

11.01 As often and in such form as COUNTY may require, CONTRACTOR shall furnish to COUNTY such performance records and reports as deemed by COUNTY as pertinent to matters covered by this Agreement.

ARTICLE XII

INSURANCE

12.01 Actual losses not covered by insurance as required by this Article shall be allowable costs under this Agreement and shall therefore remain the sole responsibility of CONTRACTOR.

12.02 CONTRACTOR shall comply with applicable workers compensation statutes and shall provide and maintain proof of workers compensation insurance coverage with a waiver of subrogation provided in favor of COUNTY.

12.03 CONTRACTOR shall maintain and provide proof of general liability insurance of not less than $1,000,000 naming COUNTY as additional insured.

12.04 CONTRACTOR shall maintain adequate insurance against fire, loss, or theft of all non-expendable property acquired hereunder and shall provide proof of such insurance naming COUNTY as additional insured.

ARTICLE XIII

INDEMNIFICATION

13.01 **CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY AND SAVE HARMLESS COUNTY, ITS EMPLOYEES, AGENTS, OFFICERS OR CONTRACTORS, FROM AND AGAINST ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS, AND CAUSES OF ACTION OF ANY AND EVERY KIND AND NATURE ARISIONG OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THIS OBLIGATION TO INDEMNIFY SHALL INCLUDE THE RETENTION OF LEGAL COUNSEL AND INVESTIGTION COSTS AND ALL OTHER REASONABLE COSTS, EXPENSES, AND LIABILITES ARISING FROM THE INITIAL NOTICE THAT A CLAIM OR DEMAND HAS BEEN MADE, IS TO BE MADE OR MAY BE ASSERTED.**

13.02 CONTRACTOR is and shall be deemed to be an independent contractor and operator responsible to all third parties for its respective acts or omissions and that COUNTY shall in no way be responsible therefore.

13.03 CONTRACTOR shall include an indemnification clause in any and all contracts, subcontracts or agreements which may arise out of this Agreement:

"Contractor/Subcontractor shall indemnify and hold harmless Hidalgo County from any and all damages, losses or liabilities of any kind, whatsoever, by reason of injury to third persons occasioned by any negligent act, error or omission of the Contractor/Subcontractor,

its officers, agents, employees, or other persons for whom the Contractor/Subcontractor is legally liable, in rendering or failing to render services with regard to performance of the contract. The Contractor will at their cost and expense, defend and protect Hidalgo County against any and all such claims and demands."

ARTICLE VIX

CHANGES AND AMENDMENTS

14.01 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof shall be by amendment in writing, dated subsequent to the date hereof, and executed by both COUNTY and CONTRACTOR.

14.02 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

14.03 Changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as the effective date of the rule, regulation or law.

14.04 CONTRACTOR shall notify COUNTY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this Agreement. Such notice shall be provided by CONTRACTOR to COUNTY at least thirty (30) calendar days in advance of the proposed change.

ARTICLE XV

ASSIGNMENTS

15.01 CONTRACTOR shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising hereunder, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment shall be void and shall confer no rights upon any third person.

ARTICLE XVI

WAIVER OF PERFORMANCE

16.01 No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the suture of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

16.02 No act of omission of COUNTY shall in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY hereunder or by law or in equity, such rights, powers, privileges or remedies to be always specifically preserved hereby.

16.03 No representative or agent of COUNTY may waive the effect of the provisions of this Article.

ARTICLE XVII

REVERSION OF ASSETS

17.01 All funds provided hereunder and all equipment, supplies and materials acquired hereunder on hand, available to, or in the actual or constructive possession of CONTRACTOR at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided hereunder shall be transferred to COUNTY, unless otherwise specified in this Agreement.

ARTICLE XVIII

COMMITMENT OF CURRENT REVENUES ONLY

18.01 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 Texas Local Government Code.

ARTICLE XIX

ENTIRE AGREEMENT

19.01 This Agreement constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE XX

INTERPRETATION

20.01 In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, COUNTY as the Party ultimately responsible for matters of compliance, shall have the final authority to render or secure an interpretation.

ARTICLE XXI

NOTICES

21.01 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

COUNTY:

Roberto Villarreal
Economic Development Division
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr.
Edinburg, TX 78539

CONTRACTOR:

Victor Vasquez, ED
Valley Initiative for Development and Advancement (VIDA)
417 S. Ohio Ave.
Mercedes, TX 78570

ARTICLE XXII

TEXAS LAW TO APPLY

22.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Hidalgo County, Texas.

ARTICLE XXIII

LEGAL CONSTRUCTION

23.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS THEREOF, this Agreement is executed in duplicate originals this 17th day of March, 2015.

COUNTY:

COUNTY OF HIDALGO

By: Ramon Garcia

Hon. Ramon Garcia,

Hidalgo County Judge

CONTRACTOR:

VIDA

By:

Victor Vasquez,

Executive Director

ATTEST:

By: Arturo Guajardo Jr.

Hon. Arturo Guajardo, Jr.,

Hidalgo County Clerk

Approved by Commissioners' Court on 3-17-15 RO

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY

RICARDO RODRIGUEZ, JR.

BY:

Victor M. Garza,

Assistant District Attorney

EXHIBIT "A"

"SCOPE OF WORK"

CONTRACTOR proposes to provide services to Hidalgo County that will further the following goals and objectives of the Advancing Career Education Initiative ("ACE") for attracting, retaining, and developing talent that meets the needs of current industry and supports the development of future business location in the area:

(a) Strengthen skills development and career advancement;
(b) Develop higher skill and higher wage jobs; and,
(c) Address professional shortage areas (e.g., allied health).

CONTRACTOR will continue, in alliance with vested workforce development partners, with a proactive program of work that has proven to be **solid investment in the transformation of the community's workforce and thus impacting sustainable economic growth in the county.**

The Industry Cluster Analysis for the Lower Rio Grande Valley study prepared for Workforce Solutions, Inc. by TIP Strategies identified the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations as follows: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3) nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). These industry indicators in Allied Health require Hidalgo County to prepare our residents to take advantage of these opportunities by development the training programs required by the employers.

In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UTPA, CONTRACTOR will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE")* specifically by increasing Allied Health employment opportunities in Hidalgo County. The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. Accordingly, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE"),* CONTRACTOR will augment the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. CONTRACTOR, as part of the *Advancing Career Education Initiative ("ACE"),* will specifically address the need for "available skilled labor force" which is the #4 site selection criteria in the recruitment of new industry (Site Selection Dec. '07).

The Hidalgo County expects that the contractor meets or exceeds all performance standards. The services will be contracted from May 1, 2015 to April 30, 2016. Failure to meet a performance standard may require a corrective action plan prior to renewal. The corrective action plan will identify the steps the contractor will take to meet the standards in the upcoming year.

PROGRAMS REQUESTED

Specifically, CONTRACTOR will provide the following services:

Allied Health Program & Study: The Allied Health industry sector has independently demonstrated the fastest growing area of demand for an array of skill sets as well as the fastest growing in new business investment and expansion of existing entities in Hidalgo County. According with *The Industry Cluster Analysis for the Lower Rio Grande Valley* study prepared for Workforce Solutions, Inc. by TIP Strategies, the **Top 20 Occupations Based on 2000-2014 Forecast** and ranked demand occupations are: Registered nurses (#1), Home health aides (#2) personal and home care aides (#3), nursing aides (#6), licensed and vocational nurses (#7), and medical assistants (#20). Therefore, the County of Hidalgo seeks to further invest in preparedness programs for development of the skills sets required to meet the needs of the rapidly growing health care sector.

As part of the County's *Advancing Career Education Initiative ("ACE",)* the contractor will enhance the efforts in the recruitment, assessment, career counseling, training and job placement support in the Allied Health industry sector. In alignment with the ISD, employers, local institutions of higher education and in particular with STC and UT-RGV, the contractor will augment the demand driven focus by implementing the *Advancing Career Education Initiative ("ACE",)* specifically by increasing Health Care employment opportunities in Hidalgo County.

SKILLS DEVELOPMENT PROGRAMS IN ALLIED HEALTH PROGRAM OF STUDY

The program will provide for the following workforce training and development areas:

- ***Pre-Post Secondary Occupation and Training Programs (Pre-PSOT):*** Pre-PSOT programs are designed to give students a leg up in their quest for completing a one year or two year training program leading to self-sufficiency. The components that are completed during this phase are critical to one's ability to qualify for certificates and include such core areas as THEA (Texas Higher Education Assessment), and other Allied Health Pre-Requisites.

- ***Certificate Training Programs:*** One year Certificate Training programs allow for students to enter gainful employment on a relatively short term basis. The contractor will sponsor one year training programs in Allied Health. Two year Certificate Training and/or Associates Degree programs are designed for students who are able to undertake a more substantial commitment toward achieving their educational and career goals. The contractor will sponsor two year training programs in Allied Health.

- ***Customized Training Programs:*** These programs allow for students to enter gainful employment on a short term basis. These programs are designed to be flexible and can be completed in as little as three months. Programs in this area will be Allied Health related and may include programs such as a customized Patient Care Assistant (PCA) Program designed to transition C.N.A's to PCA's.

- ***Support Services: including transportation and social services referral.*** Critical to the success of the contractor's programs is the commitment to provide adequate and effective support services. Supportive services eligible for reimbursement through this Agreement

include only the following line-items: transportation, child care, tuition, test fees, books/materials/uniforms, tools and equipment, training aids, rent, utilities and medical.

- ***Comprehensive Case Management, including Career Planning, Counseling services, and Follow Up Services:*** The contractor will provide and maintain a professional staff of counselors who strive for excellence in their work and never tire of helping to solve the problems and barriers people face while they commit to completing their educational and employment goals. Case managers meet with participants weekly in group sessions to discuss concepts such as coping with stress, effective study techniques, and social responsibility. Counselors also meet with participants individually to help address individual barriers such as family difficulties, personal finances and course difficulties. The counselor acts as a facilitator whose role is to empower students to take control of their situation and ensure the student's successful completion of the program, thus helping participants learn to balance school, home and family.

COMMUNITY AWARENESS (Student Outreach/Employer Development)

The contractor will launch an aggressive outreach program to the underserved population in Hidalgo County pockets not traditionally tapped. An organized and consistent effort will be developed to work with the high schools to inform the students about the opportunities offered by this program in the specific sectors herein defined. It is our intent to do these orientations immediately preceding the job fairs so that the students will be better informed about the existing employment demand, the income opportunities, and the availability of immediate assistance to initiate their training in these sectors. The contractor will work with the various public assistance organizations and collaborate closely with the work force board to provide each with the specifics of the Building Future Talent Initiative they too can serve to disseminate the information when applicable.

This community awareness effort serves to meet a multitude of objectives: Educate our workforce about the existing demands in the workplace for which we are structured to provide immediate and complete assistance for them to take advantage;

a) Educate the community at large about the aggressive and focused efforts that the County of Hidalgo and the vested work force development partners have in place to meet the job demands and grow the economic base;
b) Inform our existing employers that the community is here well after their recruitment to help develop the quality workforce that they need to grow their business.

OUTREACH, RECRUITMENT AND ORIENTATION

Outreach and recruitment involves identifying potentially eligible residents. This includes, but is not limited to, developing relationships with schools and community organizations and communicating program services to the community. Orientation involves insuring that applicants understand the services available, program policies and the performance requirements of the program.

INTAKE

Intake includes informing applicants about program eligibility requirements and conducting interviews to collect personal socio-economic and demographic information. Process preliminary eligibility determination and refer ineligible applicants to appropriate outside agencies and services.

ASSESSMENT

Assessment may include standardized testing, interview(s) with program staff, writing samples, or other methods.

ENRROLLMENT

Enrollment and/or referral of students should be based on information gathered from eligibility determination, the initial assessment, and after presentation of the full array of service options has been provided.

GOALS, OBJECTIVES & PERFORMANCE INDICATORS

Targets and Outcomes

- Number of CONTRACTOR participants trained: 34
- Number of Completers: 80% (or more)
- Number receiving counseling: 100%
- Number receiving career planning: 100%
- Number receiving support services: 100%
- Number receiving job placement services: 80% (or more)

CONTRACTOR will operate the project to economically disadvantaged, underemployed, and underemployed individuals that meet the following eligibility criteria:

- Eighteen (18) years of age or older
- Receiving Food Stamps, TANF
- Low income with family responsibilities
- Underemployed (less than $8.50/hr.) individuals with family responsibilities
- Unemployed individuals with family responsibilities

PLACEMENT

All proposers who secure contracts are responsible for customer placement and retention.

DOCUMENTATION

All proposers who secure contracts are responsible for the appropriate student documentation to be maintained in the student records. The contractor will assume the responsibility to maintain pertinent, relevant, supportive documentation for all financial transactions. Contractor will comply with all applicable federal, state, and local policies for financial management.

CONTRACTOR QUALIFICATIONS

The County of Hidalgo is seeking to contract with a competent company or organization, registered and licensed (if applicable) for the services being requested in the RFP and/or do business in the State of Texas, who has experience in, but not limited to:

A. The contractor must have experience in the field related to skills development programs, career counseling, training, and job placement support working closely with students on their efforts of continuing education and commitment needed for success.

B. The contractor must have experienced and consolidated established relationships working with community and private industry leaders at identifying, addressing and linking employers' needs and education programs to develop a skilled workforce within the county.

PERSONNEL AND STAFFING

The contractor should provide an organizational chart for the project and describe company experience in similar projects, staff assigned to the project, proof of financial stability, and a minimum of 3 industry references. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL

This section will contain any licenses and certifications as required by HIDALGO COUNTY, STATE OF TEXAS, etc. The Proposer(s) should add copies of their Professional Liability Insurance in the response.

PROPOSAL SUBMISSION

Contractor will submit the proposal in accordance with Exhibit "A" (Target group, expected outcomes, program requested, and community awareness).

BILLING AND REPORTING PROCEDURES

Accordingly with Exhibit "A, contractor shall submit to the COUNTY JUDGE'S OFFICE on a monthly basis, no later than ten (10) business days after the close of each month, an itemized billing package and performance report for the prior month, the formats for which are attached hereto and incorporated herein as Exhibit "B" and Exhibit "C". The contractor will also submit a copy of these reports to County's Executive Office and Budget and Management Department. Contractor shall submit any other reports as may be requested by COUNTY to document COUNTY's liabilities under this Agreement.

Contractor shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any of the individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from

the Project. Contractor may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

Exhibit "B"

HIDALGO COUNTY

EXPENDITURE REPORT

DESCRIPTION	Budget	Payment	Payment	Payment	Total Payments	Revenue Budget Balance
Total Project Funding						
		EXPENDITURES				
Expenditures	**Budget**	**January 2015**	**February 2015**	**March 2015**	**Expenses to Date**	**Expense Budget Balance**
JOB TRAINING	$					
Training & Support Services						
TOTAL TRAINING:						
Encumbrances (Active Students)						
TOTAL TRAINING & ENCUMBRANCES:	$					$
ADMINISTRATIVE COSTS	$					
Salaries						
Fringe benefits						
Operational						
TOTAL ADMINISTRATIVE:	$					$
DIRECT PROGRAM COSTS	$					
Salaries						
Fringe Benefits						
Operational						
TOTAL DIRECT PROGRAM:						$
TOTAL EXPENSES:						$
TOTAL BUDGET:	$					
TOTAL EXPENSES/ENCUMBRANCES:						
BUDGET BALANCE:	$					

Exhibit "C"

CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS
CONTRACTOR'S PHONE NUMBER

INVOICE

DATE	INVOICE #
1/31/2015	001

BILLED TO
Roberto Villareal Economic Development Director Office of Hidalgo County Judge Ramon Garcia 302 W. University Dr. Edinburg, Texas 78539

			TERMS Due Upon Receipt
DESCRIPTION	**REQUISITION**	**DESCRIPTION**	**TOTAL**
2015 Job Training Agreement: January 2015 Reimbursement	001	Grant Funding Year: January 1, 2015 thru December 31, 2015	$ 20,833.33
Please Remit Payment to the address above. For Questions Call: _____. At (XXX)-XXX-XXXX. Thank you.		**TOTAL DUE:**	**$ 20,833.33**

AI-49543 **Budget and Management** **14. B.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of waiver to Travel Policy, Guidelines, & Procedures Section 16.d and approval to reimburse employee no. 121762 for lodging expenses in the amount $145.91 and $252.99 due to unavailability of rooms within the County reimbursement rate while attending legislative hearings in Austin.

2. Discussion, consideration, & approval of revisions to the Travel Policy, Guidelines, & Procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

hotel
POs
policy

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/01/2015 08:35 AM
Budget & Management	Veronica Ortiz	05/01/2015 08:36 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Ivan Cantu		Started On: 04/30/2015 03:38 PM
Final Approval Date: 05/01/2015		

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

COPY

EMPLOYEE NAME :	Roberto Villarreal	DEPARTMENT:	County Judge
TRAVEL TO CITY :	Austin	STATE:	Texas
DEPARTURE DATE:	4/20/2015	RETURN DATE:	4/21/2015
TIME OF DEPARTURE:	6:00 AM	TIME OF RETURN:	9:00 PM

PURPOSE OF TRIP : To attend hearing(s)/meetings on Courthouse filing fees

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

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2014						
	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	MONTH / DAY	
	4/20	4/21	4/22	4/23	4/24	4/25	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.575	-
Hotel (Excluding Meals)	145.91						145.91
Parking / Tolls							-
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2					
Breakfast ($9 per diem)	9.00	9.00					
Lunch ($12 per diem)	12.00	12.00					
Dinner ($18 per diem)	18.00	18.00					
Total Actual Meal Expense	39.00	39.00	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00					78.00
Other (Please explain below):							-
Names of other employees traveling with you:	Sergio Cruz of DBM						
Explanation Notes:	Traveled with Sergio, so no mileage or parking fees incurred.						

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

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

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 223.91
AMOUNTS ADVANCED TO EMPLOYEE ON	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 223.91
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

2015 APR 22 AM 11 33
COUNTY AUDITOR
RECEIVED BY

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

EMPLOYEE SIGNATURE — DATE 4/22/15

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE 4/22/15

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

5-1100-413-00-110-006-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/15)

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

Hilton Garden Inn
Austin Downtown

500 North IH-35 • Austin, TX 78701
Phone (512) 480-8181 • Fax (512) 457-7990
Reservations
www.StayHGI.com or 1 877 STAY HGI

Name & Address

VILLARREAL, ROBERTO
4000 NORTHERN LIGHTS

EDINBURG, TX 78541
US

Room 1546/K1RZ
Arrival Date 4/20/2015 2:39:00PM
Departure Date 4/21/2015

Adult/Child 1/0
Room Rate 126.00

RATE PLAN L-GV

HH# 529548615 BLUE
AL:
BONUS AL: CAR:

Folio

HILTON HHONORS

CONFIRMATION NUMBER : 3186449536

4/21/2015 PAGE 1

DATE	DESCRIPTION	ID	REF. NO	CHARGES	CREDITS	BALANCE
4/20/2015	GUEST ROOM	AREESE2	2414404	$126.00		
4/20/2015	STATE TAX	AREESE2	2414404	$7.61		
4/20/2015	CITY TAX	AREESE2	2414404	$8.88		
4/20/2015	CITY VENUE TAX	AREESE2	2414404	$2.54		
4/20/2015	STATE COST - RECOVERY FEE	AREESE2	2414404	$0.88		
4/21/2015	MC *9332	SBALNIS1	2414706		$145.91	
	BALANCE					$0.00

You have earned approximately 1260 Hilton HHonors points for this stay. Hilton HHonors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 3,900 hotels and resorts in 91 countries, please visit HHono

*Auditors only paid $139.20 Pending $6.71

ACCOUNT NO
MC *9332

DATE OF CHARGE
04/20/2015

FOLIO NO./CHECK NO
475534 A

CARD MEMBER NAME
VILLARREAL, ROBERTO

AUTHORIZATION
043852

INITIAL

ESTABLISHMENT NO. & LOCATION (ESTABLISHMENT AGREES TO TRANSMIT TO CARD HOLDER FOR PAYMENT)

THANK YOU FOR CHOOSING THE HILTON GARDEN INN AUSTIN DOWNTOWN. WE LOOK FORWARD TO YOUR RETURN.

PURCHASES & SERVICES

TAXES

TIPS & MISC

TOTAL AMOUNT

CARD MEMBER'S SIGNATURE
X

MERCHANDISE AND/OR SERVICES PURCHASED ON THIS CARD SHALL NOT BE REFUNDED OR RETURNED FOR A CASH REFUND

PAYMENT DUE UPON RECEIPT

RECEIVED BY
COUNTY AUDITOR
2015 APR 22 AM 11 34

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

COPY

EMPLOYEE NAME: Roberto Villarreal | DEPARTMENT: County Judge

TRAVEL TO CITY: Austin | STATE: Texas

DEPARTURE DATE: 4/14/2015 | RETURN DATE: 4/16/2015

TIME OF DEPARTURE: 1:00 PM | TIME OF RETURN: 7:00 PM

PURPOSE OF TRIP: To attend hearing(s)/meetings directly affecting Hidalgo County.

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

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2014 MONTH / DAY 4/14	MONTH / DAY 4/15	MONTH / DAY 4/16	MONTH / DAY 4/17	MONTH / DAY 4/18	MONTH / DAY 4/19	TOTALS
Airline / Bus / Train							$ -
Car Rental							-
Gasoline for Car Rental							-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:	51,387	Ending Mileage:	51,989	TOTAL MILEAGE: 602	(MILEAGE RATE) 0.575	346.15
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)	144.90	252.99					397.89
Parking / Tolls		8.00					8.00
Taxi and Other Ground Transportation							-
Telephone							-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	1						
With Receipts = 1 / Without Receipts = 2	2	2	2				
Breakfast ($9 per diem)		9.00	9.00				
Lunch ($12 per diem)		12.00	12.00				
Dinner ($18 per diem)	18.00	18.00	18.00				
Total Actual Meal Expense	18.00	39.00	39.00	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	18.00	39.00	39.00				96.00
Other (Please explain below):							-
Names of other employees traveling with you:							
Explanation Notes:							

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

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

1071.95 (848.04 + 223.91)
- 943.35 (726.15 + 217.20)
128.60

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 848.04
AMOUNTS ADVANCED TO EMPLOYEE ON	
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 848.04
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

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

EMPLOYEE SIGNATURE — DATE

APPROVED BY: DIVISION DIRECTOR/SUPERVISOR — DATE 4/20/15

2015 APR 21 PM 10:09
COUNTY AUDITOR
RECEIVED BY

APPROVED FOR PAYMENT BY: DEPARTMENT HEAD

5-1100-413-00-110-006-0-583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/15)

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

5 04-16-15

Roberto Villarreal	Folio No.	: **1495**		Room No.	: **315**
4000 Northern Lights Ave	A/R Number	:		Arrival	: **04-15-15**
Edinburg TX 78541-1984	Group Code	:		Departure	: **04-16-15**
United States	Company	:		Conf. No.	: **63766231**
	Membership No.	: **PC**	**142692951**	Rate Code	: **IGCOR**
	Invoice No.	:		Page No.	: **1 of 1**

Date	Description	Charges	Credits
04-15-15	*Accommodation	219.99	
04-15-15	State Tax	13.20	
04-15-15	City Tax	19.80	
04-15-15	Visa XXXXXXXXXXXX...147		252.99
	Total	**252.99**	**252.99**
	Balance	**0.00**	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihgrewardsclub.com/review. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liablity for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Auditors only paid $141.10

Pending $121.89

Total for both

$121.89

+ 6.71

$128.60

2015 APR 21 AM 10 09

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COUNTY AUDITOR

Holiday Inn Express & Suites Austin South
701 East Stassney Lane
Austin, Texas 78745
Telephone: (512) 851-1000 Fax: (512) 851-1002

Independently Owned and Operated by Brownie Hotels.

Purchase Order
COUNTY OF HIDALGO

PO# 724064

DATE: 04/13/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 284718 REQ: 00275210

PHONE:

EMAIL:

VILLARREAL, ROBERTO J.
C/O CO. JUDGE'S

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

CONTACT:

SITE: COUNTY JUDGE

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		
		Roberto Villarreal traveling to Austin, Texas on 4/14-16/15 to attend hearing(s)/meeting(s) with State legislators on issues affecting Hidalgo County		
602.00	MILE	RM mileage	.575	346.15
1.00	DAY	EX Meals for Tuesday, April 14, 2015	18.00	18.00
2.00	DAY	EX Meals for Wednesday & Thursday, April 15-16, 2015	39.00	78.00
2.00	NGT	CO hotel accommodations	150.00	300.00
1.00	EACH	OM Parking fees	60.00	60.00
			TOTAL:	802.15

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

****
For Hidalgo County use only

5-1100-413-00-110-006-0-583 802.15

2015 APR 21 AM 10 10

COUNTY AUDITOR

RECEIVED BY

Authorized by: Martha L Salazar

RECEIVED
APR 21 2015
By

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

COPY

Department: County Judge
Contact Name: Sandra De Leon
Telephone # 956-318-2600 ext. 5029

Purchase Order Number: 724064
Increase # 1 for this Purchase Order
Procurement Method:

- ❑ Contract #
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 284718
Vendor Name: Roberto Villarreal
Address:

Increase Purchase Order for the following items:

Quantity	UOM	Description	NIGP	Unit Price	Amount
		Amount of Original Purchase Order			$ 802.15
1	Night	Hotel accommodations for Wednesday, April 15, 2015	97130	97.89	97.89
1	each	Parking fees	97155	-52.00	-52.00
		Amount of Increase Request			$ 45.89
		TOTAL AMOUNT			$ 848.04

Account Number: 5-1100-413-00-110-006-0-583

Liquidated:
Available:

Reason: Hotel accommodations more than 1st day of stay. No hotel parking fees, only parking fee from Capitol parking.

Authorization: _____ 4/20/15
Department Head — Date

Reviewed by: _____
Purchasing Department — Date

Approved By: _____
Purchasing Agent — Date

Approved By: _____
Hidalgo County Auditor — Date

Purchase Order
COUNTY OF HIDALGO

PO# 724338

DATE: 04/17/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 284718 REQ: 00275565

PHONE:

EMAIL:

VILLARREAL, ROBERTO J.
C/O CO. JUDGE'S

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

CONTACT:

SITE: COUNTY JUDGE

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		
		Roberto Villarreal traveling to Austin, Texas on Monday, April 20-21, 2015 to attend meetings/Hearing(s) on the Courthouse filing fees		
1.00	DAY	EX meals for Monday, April 20, 2015	30.00	30.00
1.00	DAY	EX Meals for Tuesday, April 21, 2015	39.00	39.00
1.00	NGT	CO Hotel accomodations	160.00	160.00
		TOTAL:		229.00

****
For Hidalgo County use only

5-1100-413-00-110-006-0-583 229.00

Authorized by: Martha L Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either; (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3 *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6 *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing:* Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment:* Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8 *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11 *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes), and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller, (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest and contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

TRAVEL POLICIES, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

County Auditor's Form T.1.1 "Application for Official Travel"
County Auditor's Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"
County Auditor's Form T.1.3 "In-County Travel Automobile Expense Claim"
County Auditor's Form T.1.4 "Final Travel Expense Claim"
County Auditor's Form T.1.5 "Out-of-County Travel Advance Request"
County Auditor's Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"

2.00 AUTHORITY

Local Government Code § 152.011 "Amount set by Commissioners Court"
Local Government Code § 152.035 "Reimbursement for Mileage Expenses" (County Auditor)
Local Government Code § 152.901 "Travel expenses for Certain County Agents and Board Members"
Local Government Code § 152.907 "Continuing Education Expenses for County and Precinct Officers"
Government Code § 611.001 "Lodging and Meal Expenses"
Government Code § 611.002 "Common Carrier Fares"
Penal Code § 39.02 "Abuse of Official Capacity"

Internal Revenue Service Publication 1542 "Per Diem Rates"
Internal Revenue Service Publication 15 "Employer's Tax Guide" (Circular E).
Income Tax Regulations § 1.62-2 "Reimbursements and other expense allowance arrangements"

3.00 BACKGROUND

Local Government Code § 152.011 authorizes Commissioners Court to set the amount of the travel expenses and other allowances for County and precinct officers and employees who are paid wholly from County funds.

Commissioners Court approved the original policies, guidelines and procedures on June 1, 1996. On May 5, 2015, the Hidalgo County Commissioners Court revised the travel policies, guidelines, and procedures that were previously amended on September 23, 2014 and August 5, 2008. These travel policies, guidelines, and procedures supersede those found in the Hidalgo County Personnel Policy Manual ("Brown Book") and the Hidalgo County Civil Service Commission Rules ("Blue Book") and any other travel policy previously approved by Commissioners Court. The travel policies, procedures, and guidelines set forth below are applicable to Hidalgo County Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

Hidalgo County has adopted an "Accountable Plan" for the reimbursement of business travel expenses. Pursuant to Federal Tax Regulation § 1.62-2, reimbursements for travel under an "Accountable Plan" must meet three requirements as follows:

1. There must be a business connection and the expense must be reasonable;
2. There must be a reasonable accounting of the expenses (amounts paid up to the allowable federal per diem rates are deemed substantiated); and
3. All excess reimbursements must be repaid in a reasonable time.

Federal Tax Regulation § 1.62-2(k) provides that, in addition to these three requirements, the plan cannot exhibit a "pattern of abuse." If a payer's reimbursement or other expense allowance arrangement evidences a pattern of abuse of the rules of section 62(c) and this section, all payments made under the arrangement will be treated as made under a nonaccountable plan.

Pursuant to Federal Tax Regulation § 1.62-2(c)(5), payments or reimbursements under a nonaccountable plan are included in the employee's gross income, must be reported as wages or compensation on the employees Form W-2, and are subject to withholding and payment of employment taxes (social security, Medicare, unemployment).

4.00 POLICIES AND GUIDELINES

1. Travel expenses shall be allowed only for County Officials and employees (collectively referred to as employees) while on official County business. The purpose of the trip must be for the County's benefit and/or be related to the Department's primary business activities as follows:

    a. To obtain statutorily required continuing professional education;
    b. To obtain continuing education related to an employee's work or maintenance of a license or certification;
    c. To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County including its affiliated agencies and operations;
    d. To participate in professional organizations related to the employee's job assignment;
    e. To conduct essential research and information-gathering for improvement of County operations or compliance with the law;
    f. To monitor the development of state or federal legislation or implementation of legislation that might affect the County;
    g. To participate in forums, coalitions, and discussions relating to the policy, legislative, and regulatory interests of the County;
    h. To pursue the County's interests in litigation or criminal justice;
    i. To promote the economic development interests of the County; or
    j. To carry out other purposes determined by Commissioners Court to be in the interest of the County.

2. Sufficient funds must be available in the adopted budget before expenditures are made.

3. Travel expenses must be reasonable and necessary. Any inappropriate or excessive costs will not be reimbursed.

4. Preference should be given to local and in-state training, unless training is not available locally or in-state.

5. Departments shall designate one employee as the travel liaison and shall require such employee to attend a training session provided by the County Auditor's Office in conjunction with the Purchasing Department soon after revisions to the Travel Policies, Guidelines, and Procedures (hereinafter referred to as the Travel Policy) are approved by Commissioners Court. The travel liaison will be responsible for training his/her Departments employees on the Travel Policy and keep them informed of any changes in travel rules.

6. Departments must ensure that all travel reimbursements are examined to ensure compliance with the Travel Policy prior to submitting payment requests. Employees must ensure that their travel complies with the Travel Policy and must not seek reimbursement for travel expenses that the employee should reasonably know are not reimbursable.

7. AUTHORIZATION FOR OFFICIAL TRAVEL

   a. Prior to making any reservations and/or traveling, Departments that report to the County Executive Officer (hereinafter referred to as the Executive Officer) must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"**.

   b. The County is not obligated to pay for travel by Departments that report to the Executive Officer if prior approval from the Executive Officer was not obtained.

8. METHOD OF PAYMENT FOR TRAVEL EXPENSES

   a. Direct Payment - Registration fees, lodging, and airfare may be paid directly to vendors. The request for payment must be submitted to the County Auditor's Office - Accounts Payable Section at least two weeks prior to the date the check will be needed.
   b. Department's Travel Credit Card - If direct payment is not possible, the Department's travel credit card may be used to pay registration fees, lodging, and airfare (see Travel Credit Card procedures). Reservations for lodging, rental vehicles, or airfare using the Department's travel

credit card must be made by the Purchasing Department unless the Department has been authorized by Commissioners Court to have custody of a travel credit card. The Department's travel credit card may not be used to make reservations at rates higher than allowed by the Travel Policy. Expenditures made with the travel credit card must be in compliance with the Travel Policy.

c. Personal Credit Cards and/or Cash - If registration fees, lodging, or airfare is not prepaid, the County will reimburse the employee for travel expenses incurred in accordance with the Travel Policy upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"**. The County will not reimburse interest, over the credit limit charges, or late charges incurred on the employee's personal credit card.

d. Travel Advance - The employee may obtain a travel advance subject to certain restrictions (see Section 4.20).

9. COORDINATION OF TRAVEL

a. "Coordination of travel" in this Section means employees traveling together in a personally owned vehicle, County vehicle, or rental vehicle.

b. Except as provided by section (d) below, coordination of travel is required when four or fewer employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business. If more than four employees employed by the same Department travel on the same dates with the same itinerary to conduct the same official County business, then coordination of travel is required for each group of four employees and for any fraction in excess of a multiple of four employees.

c. When coordination of travel is required, only the driver of the personal vehicle or rental vehicle will be reimbursed for mileage or fuel charges, respectively. Mileage incurred by an employee to meet at a designated location or to pick up other employees may be reimbursed if reasonable and documented (see Section 4.12).

d. Exception to coordination of travel: Coordination of travel is not required by Hidalgo County Officials. It is also not required if prior to the trip, the County Official determines that coordination of travel is not feasible. That determination must be based only on factors relating to official County business. Determinations should be made on a trip-by-trip basis and must be provided in a written memo to the County Auditor's Office – Accounts Payable Section. If the County Auditor's Office determines that the rationale for the determination was not

related to official County business, only one of the employees will be reimbursed.

10. AIR TRAVEL

a. When the most efficient travel is by air, reimbursement will be limited to coach fare. Refundable fares should be considered if the possibility of a trip cancellation exists. Airline tickets should be reserved in advance, when possible, in order to obtain the most reasonable rates. The use of a travel agency to book air travel reservations is discouraged.

b. Package fares (Friends Fly Free, etc.) are encouraged when two or more employees are traveling to and from the same location and overall cost can be reduced.

d. The employee must personally pay for the cost of the package fare (Friends Fly Free, etc.) if the employee is flying with family or friends. The employee will only be reimbursed for one half of the price of the coach fare upon completion and submittal of **Form T.1.4 "Final Travel Expense Claim"** and evidence of the price of the coach fare**.**

e. Baggage charges for up to two checked bags are reimbursable. Baggage charges in excess of the second checked bag will not be reimbursed unless the fees are incurred for checking County-owned equipment. Baggage excess weight and size fees will not be reimbursed. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section describing the County-owned equipment and the reason(s) for the equipment.

f. Charges for changes made to flight reservations will not be reimbursed unless the change is necessary due to official County business, a natural disaster, other natural occurrence, illness, or personal emergency. A written memo must be addressed to the County Auditor's Office – Accounts Payable Section stating the reason(s) for the change to the flight schedule. If the County Auditor's Office determines that the rationale for the change was not related to official County business, a natural disaster, or other natural occurrence, illness, or personal emergency, the employee will not be reimbursed for the charges.

g. An original receipt for baggage fees must be submitted as supporting documentation for the reimbursement. In addition, an original passenger receipt issued by the airline company or an original itinerary issued by the airline company or travel agency must be submitted as supporting documentation for reimbursement. The original receipt or itinerary must include the name of the employee and airline, the ticket

number, the class of transportation, the travel dates, the amount of the airfare, and the origin and destination of each flight. In addition, proof of payment is required if the airfare was paid by the employee.

If the original passenger receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing on which the transportation charges appear. If any of these alternative methods are used as supporting documentation, the information required from the receipt or itinerary described above must still be included in the documentation.

11. PERSONAL VEHICLE

a. Personal vehicle travel will be reimbursed at the County adopted rate per highway mile. Employees receiving a car allowance will not be reimbursed mileage, unless traveling outside of Hidalgo County. The County's adopted rate may be obtained by contacting the County Auditor's Office - Accounts Payable Section at (956) 318-2511. Please note that the mileage rate may differ if utilizing grant funds, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Mileage reimbursements for an employee who chooses to drive out-of-state rather than fly should not exceed the lowest round trip coach airfare available at the time travel was authorized. The employee must supply documentation to support what the airfare would have been at that time.

c. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.9.d. The names of all employees traveling together on the same trip and in the same vehicle must be listed on **Form T.1.5 "Out-of-County Travel Advance Request"** and **Form T.1.4 "Final Travel Expense Claim**".

d. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

e. Mileage is calculated on a point-to-point basis using a readily available mapping service (MapQuest, Google Maps, etc.), plus reasonable incidental travel. Any out-of-way or unreasonable travel distance as determined by the County Auditor will not be reimbursed.

f. For in-county mileage reimbursement, a daily travel log must be maintained that indicates specific destination points (including address information), purpose of travel, and any other information deemed necessary. Employees must request reimbursement on a monthly basis utilizing **Form T.1.3 "In-County Travel Automobile Expense Claim"**.

g. Commuting expenses incurred in traveling between the employee's residence and their main place of work (County office) or for mileage/expenses incurred in any other travel of a personal nature are not reimbursable. If mileage incurred in a single day to a place outside the office exceeds normal commuting mileage (home to office and return), the difference between mileage incurred that day and commuting mileage is reimbursable. As guidance, please refer to the following examples:

Example 1: Debra has a meeting outside of the office. She drives directly to the meeting location, attends the meeting, and returns home. Her total round trip is 26 miles. Since her normal commute is 10 miles round trip to the office each day, Debra will only be reimbursed for 16 miles.

Example 2: Mary has a 10-mile daily round trip commute to the office. She reports to the office in the morning and leaves for a ten o'clock meeting at the Sheriff's Department. The meeting lasts until the end of the normal workday, at which time she goes home. Mary traveled a total of 40 miles that day. She will be reimbursed for 30 miles.

Example 3: Daniel has a 15-mile daily round trip commute to the office. He has an eight o'clock meeting at the Department of Budget and Management. He goes directly from home to the Department of Budget and Management, returns to the office after the meeting, and goes home at the end of the day. Daniel traveled 45 miles. Only 30 miles are reimbursable.

Example 4: Frank has a morning meeting at the Precinct 1 office. The meeting lasts all day, and Frank returns home from Precinct 1. A total of 20 miles were traveled. Frank commutes 30 miles round trip to the office each day, therefore no request for reimbursement can be made.

Example 5: Sam uses his own pickup truck for work. He accounts for the business use of his truck and is reimbursed for his mileage. He sometimes travels to and from his main place of work outside of his regular work schedule. This travel is considered commuting (personal

expense) and is not reimbursable. It does not matter whether Sam is commuting outside of his regular work schedule.

h. The County does not provide insurance coverage for personal vehicles; therefore, each Department is responsible for ensuring employees traveling on County business have a current automobile insurance policy that provides adequate coverage. The name of the employee must appear on the automobile insurance card. Vehicular accidents, vehicle repairs, parking fines, towing charges, and theft of property are the responsibility of the employee, not the County.

i. Departments should ensure that employees using a personal vehicle file a copy of their current insurance card and current driver's license with the County Auditor's Office. Mileage reimbursement will only be made if a current driver's license and current insurance card are on file with the County Auditor's Office – Accounts Payable Section and the driver had an unexpired driver's license and current insurance coverage at the time of travel.

12. COUNTY VEHICLE

a. Employees are encouraged to use a County vehicle instead of their personal vehicle when traveling. Employees are required to have a current driver's license. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.10.d. Individuals not on County business cannot be transported in a County vehicle, except for detainees and inmates. Additionally, County vehicles cannot be used when combining County business and personal leave.

b. Original receipts are required for reimbursement.

c. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses for a passenger using another form of transportation while on the trip will not be reimbursed.

d. Vehicular accidents must be reported to the local police before leaving the scene. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

13. VEHICLE RENTALS

a. Vehicle rentals will be reimbursed when it is the most economical means of transportation. Reservations for vehicle rentals made under the name

of Hidalgo County are required to be made through the State of Texas travel management services contract due to the insurance coverage provided (loss/damage waiver and liability insurance coverage). Questions regarding vehicle rentals may be addressed to the Purchasing Department at (956) 318-2626. Additional information regarding the current contracted vendors and contracts may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/

b. Vehicle rental reservations should be made in advance to ensure the availability of the appropriate size and type of vehicle. When more than one employee is traveling to the same destination, coordination of travel is required, except as provided in Section 4.10.d. In addition, a statement as to whether the Department has an assigned County vehicle and the reasons for not utilizing the County vehicle should be noted on the purchase requisition. Rental vehicles are to be restricted to size and type as follows:

I. Compact, midsize, or full size car when used by one to four County employees.
II. Midsize sport utility or minivan when used by four or more County employees.
III. Rental of "luxury" are not allowed, unless the vehicle rental company honors the rate for the applicable size and type of vehicle allowed by the Travel Policy.

c. Rental of vehicles is acceptable for one day before the meeting or conference begins whenever same day rental is not practical. Return of the rental vehicle one day after the meeting or conference ends is acceptable if same day return is not practical.

d. The employee must personally pay for the rental of a vehicle of a size and type not allowed by the Travel Policy. The employee will only be reimbursed the state contract rate for the allowable vehicle size and type. If an employee accepts insurance coverage for a vehicle rental in order to be covered during the trip, the entire cost of the insurance coverage will be a personal expense and not reimbursable.

e. The name of each employee allowed to drive the rental vehicle must appear on the rental agreement to ensure proper coverage.

f. The driver is responsible for providing reasonable and necessary transportation to all the passengers while on the trip. Transportation expenses incurred by a passenger using another form of transportation while on the trip will not be reimbursed.

g. Employees are encouraged to re-fuel the rental vehicle prior to returning it to the vehicle rental company in order to avoid high-priced gas charges. In addition, the original gas receipt must be submitted to the County Auditor's Office - Accounts Payable Section with the completed **Form T.1.4 "Final Travel Expense Claim**".

h. The original vehicle rental receipt/bill and vehicle rental agreement must be submitted as supporting documentation for payment or reimbursement. The original vehicle rental receipt/bill must indicate the starting and ending dates of rental, rental rates, name of the vehicle rental company, name of the driver and any additional drivers, and itemize all other expenses incurred. The vehicle rental agreement must include the name and signature of the employee that picked up and returned the vehicle, the time and date the vehicle was picked up and returned, the location where the vehicle was picked up and returned, and the amount of miles that were traveled.

i. Vehicular accidents must be reported to the local police before leaving the scene and the vehicle rental company. The Department of Budget and Management - Safety Division must also be notified at (956) 318-2644, as soon as possible.

14. TAXIS, BUSES, AND OTHER GROUND TRANSPORTATION

a. Expenses for taxis, buses, and other ground transportation to and from airports will be reimbursed only when necessary. The use of a hotel shuttle service is encouraged when available.

b. Limousine service is not allowed. If expenses for limousine service are incurred, the expenses will be considered a personal expense for the traveler.

c. Original receipts are required for reimbursement.

15. TOLLS

a. Tolls paid by an employee while traveling on official County business are reimbursable.

b. Original receipts are required for reimbursement. The receipt must itemize the date and the fare charged for each trip.

16. LODGING

a. The County encourages the use of clean, comfortable, and safe hotels but expects that employees will be frugal in selecting a hotel.

b. Employees are required to use the State of Texas travel management services contract for hotels in order to arrange the most favorable rate unless cost benefits may be achieved by other means. For a hotel directory listing please visit: http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm Questions regarding this contract may be addressed to the Purchasing Department at (956) 318-2626. Additional information may be obtained by visiting: www.window.state.tx.us/procurement/prog/stmp/.

c. Hotel reservations should be made in advance in order to obtain the most economical rates (government, conference, and other available discount rates, etc.).

d. If traveling in-state, the County will pay the most economical single occupancy room rate up to a maximum of $139 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held or overflow hotel, the County will pay the applicable single occupancy room rate, conference (block) rate, or government rate. In addition, if rooms are no longer available at the host hotel or overflow hotels, the County will pay the single occupancy room rate up to the greater of $139.00 or the applicable host or overflow hotels conference (block) rate plus applicable tax per night per person.

e. If traveling out-of-state, the County will pay the most economical single occupancy room rate up to a maximum of $300 plus applicable tax per night per person. However, if the employee is staying at the host hotel where the seminar/conference/meeting is held or overflow hotel, the County will pay the applicable single occupancy room rate, conference (block rate), or government rate. In addition, if rooms are no longer available at the host hotel or overflow hotels, the County will pay the single occupancy room rate up to the greater of $300.00 or the applicable host or overflow hotels conference (block) rate plus applicable tax per night per person.

f. When employees share lodging, the County will reimburse each employee his or her share of the actual lodging expense in an amount not to exceed the maximum lodging reimbursement rate. Each employee must complete a **Form T.1.4 "Final Travel Expense Claim"** and note on the Form that lodging was shared.

Example 1: John and Robert are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $139 per night plus applicable tax. The men would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is $140 per night plus applicable tax. John and Robert decide to share a room so they can stay in the hotel of their choice. Since each employee is allowed up to $139 per night plus applicable tax, the lodging cost is reimbursable. John and Robert may each claim $70 per night plus applicable tax.

Example 2: Angela and Vanessa are employed by the same County Department and are planning an official County business trip to Austin. The maximum lodging rate is $139 per night plus applicable tax. The women would prefer to stay at a specific hotel that is most convenient to the location of their business meeting/conference. The room rate in this hotel is $300 per night plus applicable tax. Angela and Vanessa decide to share a room so they can stay in the hotel of their choice. Since each woman would be allowed up to $139 per night plus applicable tax, the lodging cost is only reimbursable up to $278 per night plus applicable tax. Angela and Vanessa may each claim up to $139 per night plus applicable tax.

g. Hotel reservations at a rate above the allowable rate must be paid using the employee's own personal credit card or funds (see Travel Credit Card Procedures). If a spouse and/or dependent(s) accompany the employee, the County will not reimburse the difference in hotel room rates above the single occupancy room rate.

h. When an election to share rooms is made, written notice must be provided to the Purchasing Department in order that the Travel Credit Card is utilized to make the reservation or pay for the hotel accommodations.

i. Arrival one night prior to the day of the meeting or conference is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference begins at or after 10:00 AM. Same day travel is encouraged when the meeting or conference begins at or after 12:00 PM and the location of the meeting or conference is less than 300 miles away.

j. Return one day after the meeting or conference ends is acceptable whenever same day travel is not practical. However, same day travel is required when the location of the meeting or conference is within 100 miles from the employee's normal place of work and the meeting or conference ends at or before 3:00 PM. Same day travel is encouraged when the conference or meeting ends before 12:00 PM and the location of the meeting or conference is less than 300 miles away.

k. Extra hotel nights for personal reasons will not be reimbursed. Extra hotel nights for personal reasons will not be paid using County funds or the Department's travel credit card.

l. An employee may not be reimbursed for a lodging expense incurred at a place that is not a commercial lodging establishment.

m. An original lodging receipt showing payment in full must be submitted as supporting documentation for payment or reimbursement. The receipt must include the name and address of the commercial lodging establishment, the name of the employee, the single occupancy room rate, and a daily itemization of the lodging charges.

17. MEALS

a. Meals for out-of-county travel will be reimbursed as follows:

i. Out-of-County – In-State Travel

A. Meals, including tips, will be reimbursed based on a per diem rate of $39 per day. The per diem will be prorated for partial days ($9-breakfast, $12-lunch, and $18-dinner). Trips beginning before 8:00 AM will receive $39; trips beginning after 8:00 AM but before 1:00 PM will receive $30; trips beginning after 1:00 PM will receive $18. Trips completed before 8:00 AM will receive $9; trips completed after 8:00 AM but before 6:00 PM will receive $21; and trips completed after 6:00 PM will receive $39. The employee is not required to keep receipts to document the cost of these meals. However, please note that receipts may be required when utilizing grant funds. Questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

ii. Out-of-County – Out-of-State Travel

Meals will be reimbursed based on one of the following methods:

A. On a per diem basis as provided above for in-state travel.

B. Actual cost of meals including taxes and tips/gratuities (up to 15% of the cost of the meal) with original itemized receipts up to a maximum of $64 per day. The $64 maximum amount will be prorated for partial days ($14-breakfast, $20-lunch and $30-dinner). Trips beginning before 8:00 AM may receive up to the maximum amount of $64; trips beginning after 8:00 AM but before 1:00 PM may receive up to a maximum amount of $50; trips beginning after 1:00 PM may receive up to a maximum of $30. Trips completed before 8:00 AM may receive up to a maximum of $14; trips completed after 8:00 AM but before 6:00 PM may receive up to a maximum of $34; and trips completed after 6:00 PM may receive up to a maximum of $64. The employee is required to keep original itemized receipts to document the cost of these meals. If the employee fails to submit the required receipts for any one day, the meal reimbursement will be based on a per diem basis as provided above for in-state travel.

b. Meals that are an integral part of the seminar or conference and are listed separately on the registration materials may be allowed at a rate higher than the applicable per diem rate. However, the daily per diem rate will be reduced by the applicable meal per diem rate. Supporting documentation such as the registration receipt or printed material showing which meal(s) is covered is required.

c. Meals for in-county travel and travel not requiring an overnight stay will not be reimbursed, except as provided in subsection (d.) below.

d. Actual meal expenses incurred by law enforcement personnel while transporting detainees/conducting extraditions that did not require an overnight stay will be taxed by the County Treasurer's Office. The non-overnight meal payment is deemed to be a taxable fringe benefit by the Internal Revenue Service. As a taxable fringe benefit, the payment is required to be included in the employee's wages for federal income and employment tax purposes. **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions"** must be completed and submitted to the County Treasurer's Office.

e. Meal costs charged separately that do not require an overnight stay and are part of a registration fee will be reimbursed for in-county travel.

f. Advances for meals will only be provided when traveling out-of-county for two days or longer.

18. NON-REIMBURSABLE EXPENSES:

a. Alcoholic beverages
b. Valet parking (if self-parking is available)
c. Tips and gratuities in excess of 15% of the actual meal cost for out-of–state travel, taxi, and shuttle fares.
d. Personal phone calls - all phone calls are deemed personal calls unless proof is submitted that the call was for County business
e. Personal items, such as prescriptions, cosmetics, movies, golf, health club, spas, haircuts, shoe shines, newspapers, laundry/dry cleaning charges, etc.
f. Loss of funds or personal belongings
g. Lodging costs for extra day(s) on the trip for personal reasons
h. Luxury vehicle rentals (see exception in Section 14)
i. Additional charges for accommodations, meals, travel, etc., for individuals not on County business who accompany the traveler on an authorized County business trip
j. Fines, court costs, and related expenses
k. Meals for non-overnight travel (see exception 18.d and 18.e)
l. Baggage fees in excess of the second checked bag (see exception Section 11.e.)
m. Baggage excess weight fees.
n. Insurance purchased for rental vehicles (see section 14.a); Roadside assistance, GPS units, and Personal Accident Insurance.
o. Interest, over the limit, or late charges incurred on a personal credit card
p. Expenses deemed unreasonable, excessive, unsupported or unexplained

19. TRAVEL ADVANCES:

a. Employees are encouraged to personally pay for travel expenses and request reimbursement from the County after returning from the trip. Employees may request a travel advance if the seminar/conference/ meeting is scheduled to last for 2 or more days by completing **Form T.1.5 "Out-of-County Travel Advance Request"**.

b. Travel advances are issued to the requesting employee and may not be used by any other employee. Likewise, travel advances are issued for a specific trip and may not be used for a trip different than the one listed on the original request.

c. Travel advances are the sole responsibility of the requesting employee and such funds should be safeguarded from loss or misuse. Advances will be recorded as a receivable from the employee until the employee settles the advance through the submission of a properly completed **Form T.1.4 "Final Travel Expense Claim**".

d. Travel advance requests must be submitted to the County Auditor's Office - Accounts Payable Section with sufficient time for the check to be processed (at least two weeks prior to the date the check will be needed). If the request is not received within the time specified, the employee will have to personally pay for the travel expenses.

e. Registration fees, lodging, and airfare will not be advanced to the employee. Employees are expected to make arrangements to prepay these travel expenses, whenever possible, by using the Department's travel credit card or by requesting a check be issued to the vendor.

f. Mileage may be advanced to employees traveling in their personal vehicle. Mileage will be calculated on a point-to-point basis using a readily available mapping service (MapQuest, Google Maps, etc.) and the current County adopted rate per highway mile. Incidental mileage will not be advanced.

g. Incidental expenses (e.g., taxi fare, shuttle fare, fuel charges for rental vehicles, airport and/or hotel parking) may be advanced based on justification.

h. In the event the trip is cancelled, travel advances must be returned to the County Treasurer's Office no later than 20 calendar days after the day of the seminar/conference/meeting.

i. Employees are required to account for their travel advance on **Form T.1.4 "Final Travel Expense Claim**". A properly completed Form T.1.4 along with original itemized receipts (except meal receipts) must be submitted to the County Auditor's Office – Accounts Payable Section within 20 calendar days after the employee returns from the trip. Subsequent travel advances will not be processed for an employee who has not settled a previous travel advance.

j. If an employee fails to account for a travel advance by submitting **Form T.1.4 "Final Travel Expense Claim"** within 60 days from the date the employee returned from the trip, the County Treasurer will deduct the travel advance from the employee's next paycheck. After the advance has been deducted from the employee's paycheck, the employee will not be able to request reimbursement from the County. Unsettled travel

advances for terminated employees will be deducted from their final paycheck.

k. It is the responsibility of each Department to maintain a register of advances and reimbursements to ensure control over the advances and/or expenditures of all travel funds.

l. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County. The County Treasurer shall also contact the terminated employee's department to verify there are no pending reimbursement forms to be submitted on the terminated employee's behalf. Any outstanding amount due the County will be deducted from the employee's final paycheck. If the employee is no longer an Elected Official or employee, the traveler shall deliver a personal check to be deposited in the appropriate fund by the Department. A matter of dispute or non-reimbursement may be referred to the District Attorney's Office for any necessary action or may be reported to the IRS as taxable income.

20. TRAVEL CANCELLATIONS

a. If it becomes necessary to cancel a trip, the employee is required to make all necessary cancellations, notify the Purchasing Department if the Department's travel credit card was used for reservations, and/or notify the County Auditor's Office – Accounts Payable Section if payments were made in advance (registration, lodging, airfare, and vehicle rental, etc.).

b. An employee may be reimbursed for travel expenses or cancellation charges incurred as a result of attempting to conduct official County business if:

i. The employee is unable to conduct the official County business because of other official County business that had to be conducted by the employee. The employee is unable to conduct the official County business because of a natural disaster or other natural occurrence and the expense would be payable or reimbursable had the official County business been conducted; or

ii. The employee is unable to conduct the official County business or returns before the official County business is completed because of an illness or a personal emergency.

c. The supporting documentation for a travel expense or cancellation charge incurred under these circumstances must include a description of

the official County business, natural disaster or other natural occurrence, or the Department's determination that an illness or a personal emergency occurred that made the employee unable to conduct official County business. In addition, any checks in the possession of the employee for payment of travel expenses (registration, hotel, etc.) must be returned to the County Treasurer's Office and be accompanied by a written request to void the checks. A copy of the written request to void the checks must also be submitted to the County Auditor's Office – Accounts Payable Section.

d. Travel expenses incurred by the County resulting from the failure of an employee to cancel reservations for reasons other than those listed above will be deducted from the employee's payroll check within 60 days of the seminar/conference/ meeting date.

21. TRAVEL REIMBURSEMENTS

a. The reimbursement rate for certain travel expenses may vary from the County's rate if grant funds are being used. Before expenses are incurred, questions should be addressed to the County Auditor's Office - Grants Accounting Section at (956) 318-2511.

b. Travel expenses incurred by an employee while conducting official County business will be reimbursed in accordance with the Travel Policy upon submission of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

c. Only actual travel expenses incurred by the employee will be reimbursed. An employee who receives free transportation or lodging in exchange for mileage points or other non-monetary credits belonging to the employee is not considered to have incurred an expense.

d. An employee may not accept a reimbursement or advance for a travel expense from more than one source. An employee who anticipates receiving or actually receives a travel expense reimbursement or advance from a source other than the County may only seek a reimbursement or advance from the County if the employee incurred or anticipates incurring travel expenses in excess of the amount reimbursed or advanced by the other source. If the employee receives reimbursement for the same travel expense from the County and another source, the employee must return the County's reimbursement to the County Treasurer's Office no later than 20 days after receipt of the subsequent reimbursement.

e. If an original receipt is lost, an employee may submit a purchase affidavit to claim a reimbursement.

22. SANCTIONS

a. An employee who violates the Travel Policy and misuses County property or funds may be subject to disciplinary action, including termination, payroll deduction or reimbursement of any unauthorized travel expenses, and/or criminal charges.

PROCEDURES

A. Department

1. Ensure employee has read and understands the County's Travel Policy as it relates to minimizing travel costs and documenting travel expenses with original receipts.

2. If grant funds are being utilized, verify reimbursement rates and travel guidelines with the County Auditor's Office – Grants Accounting Section at (956) 318-2511.

3. Departments that report to the Executive Officer must obtain approval from the Executive Officer by submitting **Form T.1.1 "Application for Official Travel"** before making any reservations and/or traveling.

4. Submit requisition to the Purchasing Department for registration, lodging, airfare, vehicle rental, meals and incidental expenses, if any. Requisition for meals and incidentals should be made under the employee's name. Ensure travel expenses are in accordance with the Travel Policy and requisition includes the following:

   a. Registration: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), notation as to mode of transportation (County vehicle, rental vehicle, or use of personal vehicle).

   b. Lodging: seminar/conference/meeting name, date(s), location (city and state), name of employee(s), type of room, daily hotel rate, and number of nights. In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

c. Airfare: seminar/conference/meeting name, date(s), location (city and state), name of employee(s).

d. Vehicle Rental: purpose of rental (i.e. attend seminar/conference/ meeting/election), seminar/conference/meeting/election name, date(s), location (city and state), name of driver and any additional drivers, type and size of rental vehicle, daily rental rate, location where rental will be picked up and returned (address, city, and state). If Department has a County vehicle, include a statement providing proper justification as to why the County vehicle will not be used.

e. Meals and incidental expenses: name of employee, seminar/ conference/ meeting name, dates(s), location (city and state), meals and incidental expenses by type listed separately.

5. If utilizing the Department's travel credit card, request the Purchasing Department to book seminar registration, hotel accommodations, airfare, and car rental. For Departments that report directly to the Executive Officer, submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department when requesting use of the Department's travel credit card.

6. Department's that have been authorized by Commissioners Court to have custody of a travel credit card may book their own seminar registration, hotel accommodations, airfare, and car rental. If the Department reports directly to the Executive Officer, approval for travel must be obtained from the Executive Officer prior to booking any travel by obtaining an approved **Form T.1.1 "Application for Official Travel"**.

7. If requesting direct payment for registration, and hotel accommodations, submit **Form T.1.2 "Registration, Hotel, Car Rental, & Airfare Check Request"** to the County Auditor's Office - Accounts Payable Section. In addition, for Departments that report directly to the Executive Officer, must submit a copy of the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office – Accounts Payable Section.

8. If requesting a travel advance, ensure employee has submitted any pending **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Accounts Payable Section. Then, submit requisition to the Purchasing Department for the travel advance in the name of the traveler and **Form T.1.5 "Out-Of-County Travel Advance Request"** to the County Auditor's Office – Accounts Payable Section. If you are a

County Department reporting directly to the Executive Officer, submit the approved **Form T.1.1 "Application for Official Travel"** to the Purchasing Department and the County Auditor's Office when requesting requisition and check for a travel advance.

9. Ensure that within 20 calendar days after completion of travel, traveler completes **Form T.1.4 "Final Travel Expense Claim"** and returns any remaining travel advance funds to the County Treasurer's Office. **Form T.1.4**, along with a copy of the County Treasurer's receipt (if any), must be submitted to the County Auditor's Office – Accounts Payable Section only after it has been properly completed, supported, and signed. Reimbursement to the traveler, if any, will be delayed or denied until the original supporting documentation for expenditures made is received.

   Supporting documentation includes the following:

   - Original itemized hotel receipt indicating a zero balance owed
   - Original airline ticket receipt or travel agency itinerary
   - Original baggage fees receipt
   - Original car rental receipt and car rental agreement
   - Original toll receipts
   - Seminar/conference/ agenda
   - Original receipt and/or confirmation for seminar, conference, etc.
   - Seminar certificate of completion, if available
   - Original taxi receipt
   - Original parking receipt
   - Printouts of mapping service (MapQuest, Google Maps, etc.)
   - If coordination of travel is required, submit written justification for need to travel separately

   Original receipts must be affixed to a sheet of paper in date order and attached to **Form T.1.4 "Final Travel Expense Claim"**.

10. Submit, if applicable, the approved **Form T.1.1 "Application for Official Travel"** to the County Auditor's Office when requesting payment or reimbursement of travel expenses.

11. Forward copy of receipt issued for remaining travel funds and **Form T.1.4 "Final Travel Expense Claim"** to the County Auditor's Office – Accounts Payable Section.

12. Request reimbursement from hotel for any excess amount paid related to lodging rate and/or taxes, if applicable. Reimbursement should be made payable to the Hidalgo County Treasurer.

13. Submit, if applicable, a copy of the County Treasurer's receipt for reimbursements received from hotels for any excess amounts paid to the County Auditor's Office – Accounts Payable Section.

14. Submit, if necessary, **Form T.1.3 "In-County Travel Automobile Expense Claim"**, including specific address points on a monthly basis by the 10th workday following the end of the month in which the expense was incurred.

15. If it becomes necessary to cancel a trip, the traveler is required to make all necessary cancellations, notify the Purchasing Department if department's travel credit card was used for reservations, and/or the County Auditor's Office – Accounts Payable Section if payments were made in advance (seminar registration, hotel accommodations, airfare, and car rental, etc.).

    If a trip was cancelled, any checks for payment of advanced travel expenses (registration, hotel, advances, etc.) must be submitted to the County Treasurer's Office. The check must be accompanied by a written request from the County Official to void the checks. A copy of the written request must be submitted to the County Auditor's Office - Accounts Payable Section.

    In addition, if a trip was cancelled, **Form T.1.4 "Final Travel Expense Claim"** must be completed and submitted to the County Auditor's Office - Accounts Payable Section along with supporting documentation for any travel expenses or cancellation charges incurred. In addition to the items listed on Section A.8 above, supporting documentation should include the following:

    - Description of the official County business
    - Reason for cancellation that made the employee unable to conduct official County business (natural disaster, natural occurrence, illness, or a personal emergency). Cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

    Failure to cancel reservations or cancellations for reasons other than those listed above will be at the expense of the traveler and be deducted from the employee's payroll check within 60 days of the seminar/conference/meeting date.

16. Submit, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting**

Detainees/Conducting Extraditions" to the County Treasurer's Office in order that the actual meal expenses incurred for non-overnight travel made by law enforcement while transporting detainees/inmates be included in the employee's wages for Federal income and employment tax purposes.

17. Prior to issuing a final paycheck to a terminated employee, the Department must ensure that all travel advances have been accounted for or repaid to the County.

B. Purchasing Department

1. Review requisition submitted by Department for registration, lodging, airfare, or vehicle rental. Ensure requisition includes the information listed in Section A.4 above and that request is in compliance with the Travel Policy. If request is submitted by a Department that reports directly to the Executive Officer, obtain a copy of the approved **Form T.1.1 "Application for Official Travel".** In addition, written notice must be provided to the Purchasing Department if election was made to share rooms or decrease the meal per diem in order to increase the lodging rate per night.

2. If request is in compliance with Travel Policy, issue purchase order for registration, lodging, airfare, or car rental.

3. Upon Department request, make reservations for lodging, airfare, or vehicle rental using the Department's travel credit card ensuring reservations comply with the Travel Policy.

4. Upon notice by Department of a trip cancellation, cancel reservations made using the Department's travel credit card.

5. If airfare was reserved using the Department's travel credit card, maintain a schedule of refundable airfare credits received as a result of cancellations. The schedule should include the Department name, employee name, cancellation date, and re-schedule/use date.

C. Executive Officer

1. Review **Form T.1.1 "Application for Official Travel"** submitted by Departments that report to the Executive Officer and approve request for official travel if need for travel is properly justified.

D. County Auditor

1. Obtain the approved **Form T.1.1 "Application for Official Travel"** from Departments that report to the Executive Officer prior to processing a check for registration, lodging, airfare, travel advance, or reimbursable travel expenses.

2. Audit and process **Form T.1.2 "Registration, Lodging, Vehicle Rental, & Airfare Check Request"** ensuring compliance with the Travel Policy.

3. Audit and process **Form T.1.5 "Out-of-County Travel Advance Request"** ensuring compliance with the Travel Policy.

4. Audit and process **Form T.1.4 "Final Travel Expense Claim"** ensuring compliance with the Travel Policy.

5. Liquidate the purchase order issued for the travel advance from the out-of-county travel account and prepare a journal entry to record the out-of-county travel expense and remove the receivable owed from the employee when the employee settles the advance through submission of **Form T.1.4 "Final Travel Expense Claim**".

6. Send notice to Departments when checks have been issued directly to the vendor or employee and a **Form T.1.-4 "Final Travel Expense Claim"** has not been submitted.

7. Notify the County Treasurer of any employees for which the County has made travel payments and who have not submitted **Form T.1.4 "Final Travel Expense Claim"** within the specified time.

8. Audit and process **Form T.1.3 "In-County Travel Automobile Expense Claim"** ensuring compliance with the Travel Policy.

E. COUNTY TREASURER

1. Receive, if applicable, **Form T.1.6 "Non-overnight Meal Expense Incurred by Law Enforcement Personnel While Transporting Detainees/Conducting Extraditions".** Include the meal per diem for non-overnight travel made by law enforcement personnel while transporting detainees/inmates in the employee's wages for federal income and employment tax purposes.

2. Submit bi-weekly report to the County Auditor's Office – Accounts Payable Section listing employees who received a taxable meal per diem wage and whose wages were taxed.

3. Mail out travel checks unless the Department has requested otherwise.

4. Notify the Departments when the travel advance or travel expense reimbursement checks have been processed and are ready for pickup.

5. Verify identification and obtain signature of employee picking up the check before releasing the check.

6. Verify that remaining travel funds being returned to the County by the employee are accompanied by a copy of a properly completed **Form T.1.4 "Final Travel Expense Claim"**.

7. Receive and issue official County receipt for reimbursements received from hotel for any excess amount paid related to lodging rate and/or taxes.

8. Deduct from the employee's paycheck any travel payments made to a vendor or the employee if **Form T.1.4 "Final Travel Expense Claim"** is not submitted within the specified time.

9. Provide notice to the County Auditor's Office – Accounts Payable Section that deduction was made for item number 8 above.

10. Contact a terminated employee's department to verify pending **Form T.1.4 "Final Travel Expense Claim"** have been submitted to the County Auditor's Office and settled.

11. Contact and verify with the County Auditor's Office – Accounts Payable Section that travel advances made to a terminated employee have been settled. If a travel advance has not been settled, deduct the outstanding amount from the employee's final paycheck.

AI-49485 **Purchasing Department** **15. A. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of responsible vendor submitting the lowest and best bid [detailed in tabulation sheet contained herein] meeting all specifications and/or requirements for the purpose of award and approval of contract for: Request for Bid titled: Hidalgo County-"Lease/Rental of Vehicles" through project No.: 2015-032-04-08-SMA.

BACKGROUND

1. Seven [7] bid packets requested/distributed
2. Two [2] bids received;
3. Only one [1] bid could be considered &/or recommended as one bid was incomplete & incorrect;
4. Current Contract will expire May 22, 2015
5. New Contract will commence on May 23, 2015.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1284-421-00-280-037-5-442

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 1228-421-00-280-006-0-442

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

BUDGETARY IMPACT:

Attachments

participation, accepatance, tabulation

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/27/2015 11:44 AM
Budget & Management	Veronica Ortiz	04/27/2015 02:05 PM
Glinda Pacheco	Glinda Pacheco	04/29/2015 08:58 AM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Sandra Montalvo		Started On: 04/24/2015 04:29 PM
Final Approval Date: 05/01/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: APRIL 8, 2015 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: Hidalgo County-"Lease/Rental of Vehicles"

BID NO.: 2015-032-04-08-SMA | **Buyer: Sandra Montalvo**

	Name of Vendor Company/Firm	Bid Request *Via	Signature (if applicable) or Initials of Staff	Date	Mailing Address, Phone No & E-Mail Address
1.	ENTERPRISE RENT A CAR Attn: Gilberto Gonzalez	BLM	Sandra Montalvo	03/23/15	600 E. Expressway 83 Pharr TX 78577 enterpriseholdings.com Gilberto.Gonzalez@ehi.com 956-227-6149 cell 956-242-0745 Fax
2.	CAPPS RENT A CAR Attn: David Cox	EMR	Sandra Montalvo	04/01/15	8555 John Carpenter Fwy Dallas, Tx 75247 214-630-6555 866-669-7199 hughes@gocapps.com
3.	ENTERPRISE FLEET MANAGEMENT Attn: Billy Dobosz	EMR	Sandra Montalvo	03/24/15	600 Corporate Park Dr Saint Louis, Mo 63105-4211 314-274-5761 direct – New Number 818-317-0381 cell William.J.Dobosz@efleets.com efleets.com
4.	ACME AUTO LEASING LLC Attn: Rosa Hill	EMR	Sandra Montalvo	03/24/15	440 Washington Ave North Haven CT 06473 rhill@acmeautoleasing.com 203.234.6850 Office 203.234.6858 Fax
5.	HERTZ EQUIPMENT RENTAL CORPORATION Attn: Kelly Wyatt	EMR	Sandra Montalvo	03/24/15	27500 Riverview Center Blvd., Bldg 7, Ste. 100, Bonita Springs, FL 34134 Phone: 239-301-1197 Mobile: 239-850-8851 kwyatts@hertz.com www.hertz.com
6.	SILSBEE FLEET GROUP Attn: Rick Brown	EMR	Sandra Montalvo	03/30/15	Cell 409.659.1555 Fax 409.895.3884 rbrown.silsbeefleet@gmail.com www.SilsbeeFleet.com
7.	PRIME VENDOR INC. Attn: Kimberly	EMR	Sandra Montalvo	03/30/15	4622 Cedar Avenue Bldg 5 Suite 124 Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Email: bids20@prime-vendor.com
8.		EMR	Sandra Montalvo		
9.					
10.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE/TABULATION SHEET

DEPARTMENT NAME & DESCRIPTION OF BID:	***Hidalgo County-"Lease/Rental of Vehicles"***	
BID OPENING DATE: April 08, 2015	**BID OPENING TIME: 9:30 A.M.**	
BID NO: 2015-032-04-08-SMA	**BUYER: Sandra Montalvo**	

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1.	**ENTERPRISE RENT-A-CAR**	√
2.	**ACME AUTO LEASING , LLC**	√
3.		
4.		
5.		
6.		
7.		
8.		

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: *Hidalgo County- Lease/Rental Of Vehicles*

BID NO.: 2015-032-04-08-SMA | **BUYER:** Sandra Montalvo

PARTICIPATING VENDORS

DESCRIPTION OF VEHICLE	ENTERPRISE RENT A CAR, EDINBURG, TX					ACME AUTO LEASING,LLC. NORTH HAVEN, CT				
				LONG TERM					LONG TERM	
	Daily Total Plus Free Miles	Weekly Total Plus Free Miles	Monthly Total Plus Free Miles	plus free miles with Insurance	plus free miles without insurance	Daily Total Plus Free Miles	Weekly Total Plus Free Miles	Monthly Total Plus Free Miles	plus free miles with Insurance	plus free miles without insurance
COMPACT- i.e. Escort, Neon, Cavalier; or similar models	$35.00	$210.00	$748.00	$700.00	$600.00	-----	-------	--------	~~$595.00~~	~~$720.00~~
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626; or similar models	$37.00	$222.00	$792.00	$720.00	$620.00	--------	--------	--------	~~$595.00~~	~~$720.00~~
FULL-SIZE VEHICLE (2 to 4 door) i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$39.00	$234.00	$836.00	$750.00	$650.00	--------	--------	--------	~~$595.00~~	~~$720.00~~
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$52.00	$312.00	$1,076.00	$900.00	$820.00	--------	--------	--------	~~$750.00~~	~~$875.00~~
MIDSIZE SUV 2 or 4 wheel drive- i.e. Blazer, Explorer, Cherokee; or similar models	$60.00	$300.00	$1,210.00	$1,150.00	$1,050.00	--------	--------	--------	~~$650.00~~	~~$775.00~~
LARGE SUV 2 OR 4 WHEEL DRIVE i.e. Suburban, Excursion, Expedition; or similar models	$89.00	$534.00	$1,845.00	$1,400.00	$1,200.00	--------	--------	--------	~~$750.00~~	~~$875.00~~
FULL SIZE VAN i.e. Passenger, Econoline F150, 250, 350; or similar models	$94.00	$564.00	$1,958.00	$1,600.00	$1,400.00	--------	--------	--------	~~$750.00~~	~~$875.00~~
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive - i.e. Ranger, S-10; or similar models	$60.00	$360.00	$1,210.00	$1,150.00	$1,050.00	--------	--------	--------	~~$650.00~~	~~$775.00~~
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$60.00	$360.00	$1,210.00	$1,150.00	$1,050.00	--------	--------	--------	~~$650.00~~	~~$775.00~~
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	$100.00	$550.00	$2,200.00	$1,900.00	$1,550.00	--------	--------	--------	**DO NOT HONOR PRICING (wrong price)**	
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	$90.00	$500.00	$1,850.00	$1,600.00	$1,300.00	--------	--------	--------	--------	--------
PARCEL VANS- 15' Parcel van	$55.00	$330.00	$1,210.00	$1,100.00	$950.00	--------	--------	--------	--------	--------
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	N/A	N/A	N/A	N/A	N/A	--------	--------	--------	--------	--------
24 HOUR ROADSIDE ASSISTANCE TOLL FEE PHONE	1-800-307-6666					1-800-323-5916				
LOCATION OF FLEET	EDINBURG, TX					Acme has vehicle thought the United States				

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

RE: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA

From : Erin Maturo <EMaturo@acmeautoleasing.com> Tue, Apr 14, 2015 09:37 AM
Subject : RE: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA
To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

No we cannot.

Regards,

Erin Maturo
Acme Auto Leasing, LLC
Office (203)234-6899 Ext .118
Cell (202)491-7173
Fax (203)234-6850

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2015 10:33 AM
To: Erin Maturo
Cc: Darlene H. Betancourt
Subject: Re: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA
Importance: High

Good Morning Ms Maturo,

Will your company honor price as is?

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Erin Maturo" <EMaturo@acmeautoleasing.com>
Sent: Monday, April 13, 2015 4:20:57 PM
Subject: Re: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA

Ms. Maturo,

Would you honor the pricing as submitted?

From: "Erin Maturo" <EMaturo@acmeautoleasing.com>
To: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
Sent: Monday, April 13, 2015 10:16:59 AM
Subject: RE: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA

We put the amounts in the wrong columns. The cost with insurance is the higher price.

Erin

From: Sandra Montalvo [mailto:sandra.montalvo@co.hidalgo.tx.us]
Sent: Monday, April 13, 2015 10:48 AM
To: Erin Maturo
Subject: Fwd: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA
Importance: High

Good Morning Ms. Maturo,

Did receive my email below.... I am awaiting your response....I need clarification, please!

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: ematuro@acmeautoleasing.com
Sent: Friday, April 10, 2015 1:22:17 PM
Subject: Re: HIDALGO COUNTY-Lease/Rental of Vehicles - RFB #2015-032-04-08-SMA

Good Afternoon,

After reviewing your bid response for the above mention project. On Exhibit B (bid Page); I need clarification regarding your long term pricing. Your pricing with insurance is lower than without insurance. Is this correct?

--

Thank you,

Sandra Montalvo, Buyer II

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-15-032-05-05-Enterprise Holding Inc.

From : Steve Crain <scrain@atlashall.com> Tue, Apr 28, 2015 02:23 PM
Subject : RE: C-15-032-05-05-Enterprise Holding Inc.
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, April 28, 2015 2:07 PM
To: Steve Crain
Subject: C-15-032-05-05-Enterprise Holding Inc.

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-032-05-05

THIS CONTRACT is made and entered into this **5th** day of May, 2015 by and between the **County of Hidalgo, Texas** ("County") and Enterprise Holding, Inc. ("**C**ompany").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Lease/Rental of Vehicles" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with

any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on May 23, 2015 and expiring on May 22, 2016 and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Enterprise Holding, Inc.
Attn: Gliberto Gonzelez, Business Rental Sales Executive
615 S. Closner Road
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

19. **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.

WITNESS our hands in duplicate originals this ____day of _____, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 23, 2015

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Bids–***"Lease/ Rental of Vehicles"***
Bid No: 2015-032-04-08-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County
"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

Table of Contents

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit "A" Specifications	3
4.	Exhibit "B" Bid Page	2
5.	Exhibit "C"- Insurance Requirements	4
6.	Exhibit "D"- CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Service Contract	9

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 23, 2015,
Date

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

Bid No: 2015-032-04-08-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Lease/ Rental of Vehicles"

BID OPENING DATE: April 08, 2015@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY
Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***"Hidalgo County-Lease/ Rental Of Vehicles"*** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of HIDALGO COUNTY (All Funding Sources) ("County"). Strong rationale must be presented for any deviation from the specifications. HIDALGO COUNTY (ALL FUNDING SOURCES) reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package:***RFB-2015-032-04-08-SMA-Hidalgo County–"Lease/ Rental of Vehicles"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, April 08, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *RFB-2015-032-04-08-SMA-Hidalgo County (All Funding Sources)–"Lease/ Rental Of Vehicles."*

   HIDALGO COUNTY reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to HIDALGO COUNTY.

3. HIDALGO COUNTY reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of HIDALGO COUNTY. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release HIDALGO COUNTY from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by HIDALGO COUNTY. Due to various styles and models of equipment, bidders are required to include illustrations, specifications,

explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the HIDALGO COUNTY Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

HIDALGO COUNTY Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation-***Hidalgo County (All Funding Sources)–"Lease/ Rental Of Vehicles"*** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**April 0 8, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable) :**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with HIDALGO COUNTY ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the HIDALGO COUNTY Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with HIDALGO COUNTY for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with HIDALGO COUNTY are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas

Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the HIDALGO COUNTY Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-HIDALGO COUNTY Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in HIDALGO COUNTY, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY (all funding sources)
"Lease/ Rental of Vehicles"

To: Martha L. Salazar, CPPB, Purchasing Agent
HIDALGO COUNTY Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County Reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Lease/Rental of Vehicles"
Bid No.: 2015-032-04-08-SMA

SCOPE:

Hidalgo County is seeking to contract with a qualified bidder to provide ***"Leasing / Rental of Vehicles"*** on an "As Needed Basis" to County departments including, but not limited to the following:

SPECIFICATIONS:

1) All mentioned vehicles are subject to being equal or better.

2) The contract for this project will be utilized by the HIDTA Task Force, Sheriff's Office and/or any other County Department.

3) If you are an out of town vendor, any vehicle acquired by the County will be delivered to the requesting County Department, F.O.B destination.

4) All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

5) Vendor will provide clean and well maintained vehicles to Hidalgo County; vendor will also provide all maintenance services to keep vehicles in top working order. This includes, but is not limited to: oil changes and tire rotation as needed.

6) Permit Hidalgo County, on long term lease/rentals (six (6) months or more) to "tint" windows at its own cost and remove said "tint" prior to the return of the vehicles.

7) Permit lease/rental vehicles to be traded in/out every six (6) months and up to two (2) more times per year.

8) Depending on vendor fleet availability, lease/rentals should be new. Used vehicles should have an odometer reading of no more than 5,000 miles.

VEHICLES- AS LISTED BELOW:

DESCRIPTION OF VEHICLES:
COMPACT- i.e. Escort, Neon, Cavalier; or similar models
INTERMEDIATE - i.e. Grand Am, Stratus, Sonata, 626; or similar models
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
MINIVAN - i.e. Montana Voyager, Windstar, Astro Caravan; or similar models
FULL SIZE VAN - i.e. Passenger, Econoline , F150 250 350; or similar models
MIDSIZE SUV 2 or 4 wheel drive- i.e. Blazer Explorer, Cherokee; or similar models
LARGE SUV 2 or 4wheel drive – i.e. Suburban, Excursion, Expedition; or similar models
MIDSIZE PICKUP single or double cab 2 or 4 wheel drive – i.e. Ranger, S-10; or similar models
LARGE PICKUP single or double cab 2 or 4 wheel drive - i.e. F-150 F-250 F-350, 1500 2500 3500;or similar models
STRAIGHT TRUCKS--24' & 26" Straight Truck with lift gate
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate
PARCEL VANS-15' Parcel van
STAKEBED TRUCKS-16' & 24' Stakebed Truck

TERMS AND CONDITION:

1) The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions.

2) The County of Hidalgo reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Hidalgo County reserves the right to seek services for "Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.

5) Hidalgo County reserves the right to award the bid to **one (1)** or to **multiple** bidders, which ever the County determines it is in its best interest to do so.

6) **Include** Insurance coverage for all lease/rental vehicles in your Bid Price. For long term (6 months or longer include prices with and without Insurance coverage, (see Exhibit "B"-Bid Page). **Hidalgo County will have the option to utilize its own insurance on any long term lease/rentals of (six (6) months or longer), if it is deemed in Hidalgo County's best interest to do so.**

7) Hidalgo County must also be named as an **additional insured as part of the lease/rental costs**. Insurance requirements for this project are to be maintained throughout the contract term (Refer to Limits on the Exhibit "C" for limits).

8) The County reserves the right to reject all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

9) Any contract awarded to a successful bidder will be in effect until (a) 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.

10) Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an **"as needed basis"**. No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

11) After bid is awarded and successful awarded contractor defaults in meeting the general Instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

12) Bidder (s) agrees that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or services to Hidalgo County.

13) **Name Brands**: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

ADDITONAL INFORMATION:

1) Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandra Montalvo, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **All costs and expenses associated with the preparation and submission of (bids, proposals, statement of qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

3) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA E-MAIL TO: sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, Tuesday, March 31, 2015 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **Thursday, April 2, 2015 by 5:00 P.M.**

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

EXHIBIT "B

Bid Page

HIDALGO COUNTY

"Leasing/Rental Of Vehicles

RFB No.: 2015-032-04-08-SMA

				Long Term pricing (6 month or longer) must be with and without Insurance.	
DESCRIPTION OF VEHICLE: ***Insurance coverage must be included in Bid Prices***	**DAILY TOTAL** plus free miles	**WEEKLY TOTAL** plus free miles	**MONTHLY TOTAL** plus free miles	**LONG TERM** plus free miles with Insurance	**LONG TERM** plus free miles without insurance
COMPACT i.e. Escort, Neon, Cavalier; or similar models	$	$	$	$	$
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626;or similar models	$	$	$	$	$
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$	$	$	$	$
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$	$	$	$	$
MIDSIZE SUV 2 or 4 wheel drive i.e. Blazer, Explorer, Cherokee; or similar models	$	$	$	$	$
LARGE SUV 2 OR 4WHEEL DRIVE- i.e. Suburban, Excursion, Expedition; or similar models	$	$	$	$	$
FULL SIZE VAN- i.e. Passenger, Econoline F150, 250, 350; or similar models	$	$	$	$	$
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. Ranger, S-10; or similar models	$	$	$	$	$
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$	$	$	$	$
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	$	$	$	$	$
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	$	$	$	$	$
PARCEL VANS- 15' Parcel van	$	$	$	$	$
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	$	$	$	$	$

- **24 hour Roadside assistance toll free Phone number #**_____
- **Location of Fleet:** _____

EXHIBIT "B
Bid Page
HIDALGO COUNTY
"Leasing/Rental Of Vehicles
RFB No.: 2015-032-04-08-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BIDS

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)

Federal Identification No. or (if individual) SS No. :

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:_____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | Signature of U.S. person ▶ | Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County

"Lease/ Rental of Vehicles"

RFB NO: 2015-032-04-08-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID PRICE

EXHIBIT "B

Bid Page

HIDALGO COUNTY

"Leasing/Rental Of Vehicles

RFB No.: 2015-032-04-08-SMA

DESCRIPTION OF VEHICLE: *Insurance coverage must be included in Bid Prices*	DAILY TOTAL plus free miles	WEEKLY TOTAL plus free miles	MONTHLY TOTAL plus free miles	Long Term pricing (6 month or longer) must be with and without Insurance. LONG TERM plus free miles with Insurance	LONG TERM plus free miles without insurance
COMPACT i.e. Escort, Neon, Cavalier; or similar models	$ 35.00	$ 210	$ 748.00	$ 700.00	$ 600
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626;or similar models	$ 37.00	$ 222	$ 792.00	$ 720.00	$ 620
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 39.00	$ 234	$ 836.00	$ 750.00	$ 650
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 52.00	$ 312.00	$ 1076.00	$ 900.00	$ 820
MIDSIZE SUV 2 or 4 wheel drive i.e. Blazer, Explorer, Cherokee; or similar models	$ 60	$ 360	$ 1210	$ 1150.00	$ 1050
LARGE SUV 2 OR 4WHEEL DRIVE- i.e. Suburban, Excursion, Expedition; or similar models	$ 89	$ 534.00	$ 1893	$ 1400.00	$ 1200
FULL SIZE VAN- i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 94.00	$ 564.00	$ 1958	$ 1600	$ 1,400
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. Ranger, S-10; or similar models	$ 60.00	$ 366	$ 1210.00	$ 1150	$ 1050
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 60.00	$ 360.00	$ 1210.00	$ 1150	$ 1050
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	$ 100	$ 550	$ 2200	$ 1900	$ 1550
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	$ 90	$ 500	$ 1850	$ 1600	$ 1300
PARCEL VANS- 15' Parcel van	$ 55	$ 330	$ 1210	$ 1100	$ 950
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

- **24 hour Roadside assistance toll free Phone number #** 1800-307-6666
- **Location of Fleet:** Edinburg TX

OPENED 4/8/15 9:45am Witnessed

EXHIBIT "B
Bid Page
HIDALGO COUNTY
"Leasing/Rental Of Vehicles
RFB No.: 2015-032-04-08-SMA

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

COMPANY NAME:	Enterprise Holdings
ADDRESS:	615 S. Closner Blvd
CITY/STATE/ZIP:	Edinburg TX 78539
PHONE NUMBER:	956-227-6149
FAX NUMBER:	956-242-0745
CELL NUMBER:	956-227-6149
CONTACT PERSON:	Gilberto Gonzalez
E-MAIL ADDRESS:	gilberto.gonzalez9@ehi.com
AUTHORIZED SIGNATURE:	
TITLE:	Business Rental Sales Executive
DATE:	4-7-15

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/13/2015

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
Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101

ENTER -STND-GAW-14-15 NA EHI

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Enterprise Holdings, Inc.
and its subsidiaries
600 Corporate Park Drive
St. Louis, MO 63105

COVERAGES **CERTIFICATE NUMBER:** CHI-003930199-21 **REVISION NUMBER:** 13

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HC2E-GLSA-474M7351-TCT-14	09/01/2014	09/01/2015	EACH OCCURRENCE	$ 3,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
	X Fire Damage (Any One Fire)						PERSONAL & ADV INJURY	$ 3,000,000
							GENERAL AGGREGATE	$ 15,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC							$
A	AUTOMOBILE LIABILITY			HE-EAP-474M7302-TCT-14	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X SIR 2,000,000							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HC2J-UB-474M7050-14 (AOS)	09/01/2014	09/01/2015	X WC STATU-TORY LIMITS [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]	N / A		HRJ-UB-474M7062-14 (WI)	09/01/2014	09/01/2015	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HWXJ-UB-474M7074-14 (OH XS WC)	09/01/2014	09/01/2015	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
				SEE ATTACHED			E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: GPBR: N/A; Location: Various

Certificate Holder is added as an additional insured (except Workers Compensation) where required by written contract. Auto coverage insures any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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AGENCY CUSTOMER ID: ENTER
LOC #: St. Louis

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Enterprise Holdings, Inc. and its subsidiaries 600 Corporate Park Drive St. Louis, MO 63105
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation coverage for employees in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self insured. The Workers Compensation policies shown on this Certificate of Insurance provides Employers Liability for all states. Employers Liability limits on the Ohio Excess Workers Compensation policy are $3,000,000 XS of a $2,000,000 S.I.R.

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AI-49552 **Purchasing Department** **15. B. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authority to advertise and approval of procurement packet (i.e., specifications/requirements, legal notice etc.) as attached hereto for Hidalgo County: "Exclusive Shoeshine Stand Concession Services at Hidalgo County Courthouse". including the re-advertising of project in the event ono proposals are received and/or rejection of responses received and project is still required;

B. Action by Commissioners Court to prohibit the operation of any other shoe shine stand operations/concessions on Hidalgo County Courthouse premises and/or other County-owned properties other than those authorized/awarded by same.

BACKGROUND

1. This project was authorized and advertised in 2012
2. No responses were received
3. Judge's office has received renewed interest in this project
4. Original specifications, requirement, terms, conditions will be used including legal approval of the agreement
5. New RFP will be updated with appropriate project number and dates

---

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Advertising costs appears to be the only fiscal impact.

Attachments

AI-32673-CC-06-26-12-Shoeshine Svc

Draft Lic Agrmnt & Legals approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2015 02:24 PM
Budget & Management	Veronica Ortiz	05/01/2015 02:39 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Yolanda Velasquez Started On: 05/01/2015 10:25 AM

Final Approval Date: 05/01/2015

AI-32673 **14. C.**

CC CONSENT

Meeting Date: 06/26/2012

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e., specifications/requirements, legal notice etc.) as attached hereto for: Hidalgo County-Shoeshine Concession Services" RFP No 2012-153-07-11-YZV including the re-advertising of project in the event no proposals are received and/or rejection of responses received and project is still required.

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: June 23, 2012
2nd Advertisement: June 30, 2012

Acceptance of Proposal:

July 11, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

No funding required at this phase of procurement process; no projected cost is foreseen. This contract will generate revenue.

Advertising costs to be paid from the PURCHASING-ADVERTISING (2-1100-415-18-160-001-0-540) account. Available balance in p.o. 669296 as of 06/15/12.

Attachments

Legal drafting License Agreement Communication

modified

1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/13/2012 03:34 PM
Budget & Management	Merlen P. Munoz	06/13/2012 03:37 PM
Rosalinda Cantu	Rosie Cantu	06/15/2012 04:16 PM
Auditor's Office	Arcilia Duran	06/22/2012 03:41 PM
Purchasing Department	Monica Badillo	06/22/2012 04:26 PM

Form Started By: Yolanda Velasquez Started On: 06/04/2012 01:29 PM

Final Approval Date: 06/22/2012

From:	Martha Salazar
To:	"Yolanda Velasquez"; "Darlene Betancourt"
Cc:	"Jaime Longoria"; cristobal.trevino@co.hidalgo.tx.us
Subject:	FW: Court House - Shoe Shine
Date:	Monday, June 11, 2012 2:22:48 PM
Attachments:	Shoeshine Operation License Agreement with Exhibits.pdf
Importance:	High

Ms. Yoli:

This is the last component (drafted by legal counsel) to complete the RFP packet for placement on agenda.

Thanks,

Marty

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Monday, June 11, 2012 1:58 PM
To: 'Martha Salazar'
Subject: FW: Court House - Shoe Shine
Importance: High

Good Afternoon Marty,

See the attached in connection with the Shoeshine Operation License Agreement.

Thanks,

Marynel T

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, June 11, 2012 7:16 AM
To: 'Marynel Trevino'
Subject: FW: Court House - Shoe Shine
Importance: High

Please put on Exhibit A and attach to the License Agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, June 07, 2012 4:48 PM
To: 'Steve Crain'; valde.guerra@co.hidalgo.tx.us
Cc: 'Yolanda Velasquez'; 'Jaime Longoria'; 'cristobal trevino'; 'Darlene Betancourt'
Subject: FW: Court House - Shoe Shine

Importance: High

Mr. Crain:

The description of the area for the location of the shoe shine concession stand is:

A 52 square foot area described as: Commencing three (3) lineal feet Eastward from West Entry sliding doors to the Courthouse, continuing ten (10.4) lineal feet up to the entry door into the Coffee Shop and extending South from there for five (5) feet thus resulting in a 52 square foot area for operation of a Shoe Shine Concession Stand.

You may need to re-word it. I have pictures to help you visualize what we are trying to say.

Thanks,

Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, June 07, 2012 2:46 PM
To: 'Jaime Longoria'; 'cristobal.trevino@co.hidalgo.tx.us'
Cc: 'Yolanda Velasquez'; 'Darlene Betancourt'
Subject: FW: Court House - Shoe Shine
Importance: High

GENTLEMEN, WE NEED YOUR RESPONSE SO LEGAL AND FINALIZE FORM AND CONTENT OF AGREEMENT.

Messrs. Longoria & Trevino:

Attached for your review and decision are pictures of two locations at the Hidalgo County Courthouse to place the Shoe Shine Stand. As you can see from the latest pics, the area in front of the current coffee shop has numerous pieces of candy, beverage and ATM machines. None of which are authorized (to my knowledge) by CC. The other pics are from a previous possible location. In order for legal counsel to draft the “license form of agreement’, they need the exact location of the site to include in the agreement. Please discuss with Judge and respond asap so as to provide legal counsel a written description of the location and square footage. Someone needs to advise current coffee shop operator that (the beverage and/or candy machines must be returned inside his premises (allowed by the agreement from 1949). We will inform the bank about the ATM (as it is not part of the depository agreement and we are in the process of developing specifications for that procurement).

Yours truly,

Marty S.

PS. The West entrance location (with all the machines) is impractical because too much traffic and activity there. We would be able to assign about 50-60 sq. ft. and it would be in front of the Coffee Shop area. Just thought I would mention the options and their challenges.

From: Omar Salinas [mailto:omar.salinas@co.hidalgo.tx.us]
Sent: Monday, June 04, 2012 4:35 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Court House - Shoe Shine

As per you request, a diagram and pictures of the location for the shoe shine stand.

A thought: the area is a little over 60sq ft; however the sliding door sensor is going to pick up all the movement of the vendor.

If you need any assistance please do not hesitate.

Thank you,

Omar Salinas

Inventory Specialist III

Hidalgo County Purchasing Department

Fixed Asset Division

Omar.Salinas@co.hidalgo.tx.us

(956) 318-2626 Ext. 4864

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

HIDALGO COUNTY
"SHOESHINE CONCESSION SERVICES"
RFP No: 2012-153-07-25

Item	Description	No. of Pages
1.	Request for Proposals, Legal Notice	8
2.	Exhibit A, Requirements	7
3.	Exhibit B, Evaluation Criteria/Selection	3
4.	Exhibit C, Insurance Requirements,	4
5.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
6.	Exhibit E, Proposer's Affidavit	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft License Agreement	8
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Proposals (RFP) 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.

RFP NO: 2012-153-07-25-YZV	BUYER: YOLANDA Z. VELASQUEZ	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"Shoeshine Concession Services"

JULY 25, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2012-153-07-25-YZV**

1. Sealed proposals/qualifications will be received for Hidalgo County for: **"SHOESHINE CONCESSION SERVICES",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2012-153-07-25-YZV-"SHOESHINE CONCESSION SERVICES"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JULY 25, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this /qualifications document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals/Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"SHOESHINE CONCESSION SERVICES"**

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JULY 25, 2012**
Project/Anticipated Award Date:	**_____, 2012**
Commence Work or Deliver Products	**_____, 2012**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

  Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;

- Be able to comply with the required or proposed delivery schedule;

- Have a satisfactory record of performance;

- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a

contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

Request for Proposals
"SHOESHINE CONCESSION SERVICES"

RFP NO: 2012-153-07-25-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A

REQUEST FOR PROPOSAL:

"SHOESHINE CONCESSION SERVICES FOR HIDALGO COUNTY COURTHOUSE"

RFP NO: 2012-153-07-25-YZV

REQUIREMENTS & SCOPE OF SERVICES

HIDALGO COUNTY
"SHOESHINE CONCESSION SERVICES FOR HIDALGO COURTHOUSE"

RFP NO: 2012-153-07-25-YZV

Hidalgo County is soliciting Proposals to establish one (1) single and authorized Shoeshine Concession Services (Stand) for the convenience of Elected Officials, Employees and/or People visiting or transacting business at/in the Hidalgo County Courthouse. The County will provide the selected Shoeshine Concessionaire with approximately a fifty (50) square foot area/space (for its operation) located on the first floor of the Courthouse as designated by Commissioners Court. Request for Proposals will be accepted until **9:30 A.M., Wednesday, July 25, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Proposals (RFP):

SECTION I -GENERAL TERMS AND CONDITIONS

RFP DOCUMENT SUBMITTALS/DELIVERY:
Hidalgo County requires a total of one (1) original, and seven (7) copies of RFP should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFP. Refer to enclosed RFP Check List form for documents to be included with your response.

Hidalgo County is requesting that RFP's responses be clearly marked and/or labeled with the company's name, RFP Number, Project Title, and Opening Date, and be delivered th Martha L. Salazar, CPPB, Purchasing Agent at:

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	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 RFP's to have a Purchasing Department representative time/date stamp and initial the envelope when dropping the RFP off.

All costs and expenses associated with the preparation and submission of all (bid, proposals, request for qualifications and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to 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 or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the 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 locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior to contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein as **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability. Contactor

shall be in good standing with the Texas Comptroller's Office. A Contractor found to not be in good standing with the Texas Comptroller's Office shall be grounds for disqualification of its RFP or may result in termination of an active contract.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify 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.

RFP QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for proposals procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via email: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, July 18, 2012 at 5:00 p.m. Responses will be sent to all applicants by 5:00 p.m., Friday, July 20, 2012**

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
The initial term of the contract shall be for five (5) years with Hidalgo County Commissioners Court sole discretion to extend/renew for an additional five (5) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this project for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay(s) in the award of a new/next contract term, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable).**

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:
Hidalgo County desires that the concessionaire at the Courthouse facility be qualified to provide quality service(s) at reasonable prices to the customers.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that RFP respondent possesses that deem him/her qualified as a certified technical supervisor.

REFERENCES

Contractor shall provide a minimum of three references, preferable comparable governmental agencies, for which Contractor has provided services similar to those detailed herein.

SCOPE OF SERVICES AND RESPONSIBILITIES:

All proposers shall provide in their submission information describing or acknowledging they will comply with the following scope of services. **If proposer/vendor does not or cannot meet any of the following services and responsibilities Hidalgo County will not consider or evaluate submitted proposal. Shall acknowledge, accept and confirm next to each statement by checking yes or no.**

a) Provide all necessary equipment, personnel, and supplies for the operation of a shoeshine stand and related services;

Yes_____ No_____

b) Maintain and operate the concession in a professional manner and keep the premises safe, clean, and in orderly condition at all times;

Yes_____ No_____

c) Shall perform services in accordance with all (applicable) federal, state, and municipal laws, ordinances, and regulations

Yes_____ No_____

d) Properly dress his/her attendants and ensure that they are courteous, efficient, and neat in appearance at all times;

Yes_____ No_____

e) Provide suitable covered receptacles for all garbage, trash, and other refuse;

Yes_____ No_____

f) Shall bear all costs of operating the concession and pay, all other costs connected with the use of the premises and facilities; including maintenance, insurance, any and all taxes, and all permits, and licenses.(if applicable)

Yes_____ No_____

g) Shall have a minimum of ten (10) years of experience as a shoeshine operator.

Yes_____ No_____

h) Must meet Hidalgo County applicable insurance requirements.

Yes_____ No_____

i) The concessionaire is not authorized to make alterations, modifications, or any type of changes to any space assigned;

Yes_____ No_____

j) If claiming Physical Impairment, vendor/proposer must provide and submit Certificate of Training for self employment by a State or Non-Profit Agency;

Yes_____ No_____

k) Maintenance of equipment to be utilized for services provided will be the responsibility of the awarded vendor.

Yes_____ No_____

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"- Exhibit B. The participants will be ranked after evaluation by Hidalgo County Commissioners Court or their representatives. RFP submittal evaluation will be based on the criteria outlined below.

(A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners) will review, scores and evaluate the RFPs received in response to this "Request For Proposals".

(B) After the RFPs have bee reviewed, scored and evaluated, the committee will present the grid to the Hidalgo County Commissioners Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to establish and operate a Shoe Shine Concession Stand and Related Services

1. **Qualifications and Experience: (40 Points)**
   Has provided shoe shine services for a minimum of ten (10) years;
   Has provided eleven (11) plus years of shoe shine services;
   Included information that confirms and supports the stated experience

2. **Proposer's Responsiveness to the RFP: (30 Points)**
   - Requested information included and thoroughness of response.
   - Understanding and acceptance of the scope of services and responsibilities
   - Acceptance of Contract Document
   - Applicable certificates, licenses, permits, etc. included in response.

3. **SIMILAR PROJECTS (30 Points)**
   - The shoeshine operator submitted as much background information as to its experience in providing similar services
   - Provide sufficient professional background (references) indicative of outstanding or exceptional services

NEGOTIATION PROCESS:

Emphasis will be placed on qualifications, experience and capability to perform the services as well as the best proposal that meets the needs of Hidalgo County. Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

EVALUATION/SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSAL

"SHOESHINE CONCESSION SERVICES FOR HIDALGO COUNTY COURTHOUSE"

RFP NO: 2012-153-07-25-YZV

RFP - EVALUATION CRITERIA

Proposals will be graded on a 100 point system with emphasis on ability to service Hidalgo County including, but not be limited to, items listed below:

A QUALIFICATIONS AND EXPERIENCE 4O PTS

- Has provided shoeshine services for a minimum of ten (10) years-10
- Has provided shoeshine services for eleven (11) years plus-20
- Included information that confirms and supports the stated experience-10

B PROPOSER'S RESPONSIVENESS TO THE RFP 40 PTS

- Requested information included and thoroughness of response-10
- Understanding and acceptance of the scope of services, requirements, terms & conditions, form of agreement-25
- Applicable certificates, licenses, permits, etc., included in response-5

C REQUIRED INSURANCE COMPLIANCE 20 PTS

- The shoeshine operator provided proof of compliance with Hidalgo County's Exhibit "C" insurance requirements-20

EXHIBIT "B"
RFP EVALUATION FORM
"SHOESHINE CONCESSION SERVICES FOR HIDALGO COUNTY COURTHOUSE"

Selection Criteria	**Minimum Points**	**Score**
1. QUALIFICATIONS AND EXPERIENCE 40 PTS		
➢ Has provided shoeshine services for a minimum of ten (10) years	0-10	
➢ Has provided shoeshine services for eleven (11) years plus (+)	0-20	
➢ Included information that confirms and supports the stated experience	0-10	
Comments/Rationale for points:	**TOTAL:**	_____
2. PROPOSER'S RESPONSIVENESS TO THE RFP 40 PTS		
➢ Requested information included and thoroughness of response	0-10	
➢ Understanding and acceptance of the scope of services and responsibilities	0-25	
➢ Applicable certificates, licenses, permits, etc., included in response	0-5	
Comments/Rationale for points:	**TOTAL:**	_____
3. REQUIRED INSURANCE COMPLIANCE 20 PTS		
➢ The shoeshine operator provided proof of compliance with Hidalgo County's Exhibit "C" Insurance requirements.	0-20	
Comments/Rationale for points:		
	TOTAL:	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

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 and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

LICENSE AGREEMENT FOR SHOESHINE OPERATION

THIS LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of ____, 2012, by and between Hidalgo County ("the County") and _____ (the "Licensee").

W I T N E S S E T H:

WHEREAS, County owns and operates the Hidalgo County Courthouse located in Edinburg, Hidalgo County, Texas with a street address of 100 N. Closner, ("Courthouse") and;

WHEREAS, County desires Licensee to operate a shoeshine operation within that certain specific area in the Courthouse more particularly described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Licensee Area").

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of operation of a shoeshine business but for no other purpose (the "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the License Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the shoeshine business under this Agreement shall apply only to the License Area designated in the Notice. Upon termination, Licensee shall cease using the License Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of himself and his heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area, and Licensee hereby waives and releases any such claim.

3. Licensee Payment to County for Licensee Area. In consideration for Licensee's use of the License Area, Licensee shall pay County on or before the first day of each month occurring during the term hereof the sum of _____ ($_____).

4. Term. The term of this Licensee Agreement shall be for a term of one (1) year commencing _____and terminating _____subject to earlier termination as herein provided. This License Agreement may be renewed upon mutual agreement by County and Licensee on the same terms and conditions stated herein for _____ successive ____year terms.

5. Limitations/Restrictions on License Area.

(a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

(b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

(c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

(d) Licensee shall not cause or allow to be caused any damage to any improvement located within the License Area, including any improvement installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

(e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

6. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

7. Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorneys fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of

the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section 5 shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

8. Insurance Requirement. Licensee agrees to secure and maintain for the duration of this Agreement the following minimum comprehensive general liability insurance policy or policies covering the License Area and Licensee's use thereof, at no cost to the County, with an insurance company or companies reasonably satisfactory to the County. The policy or policies of insurance shall name the County as an additional insured together with any other parties designated by the County. Licensee shall not be entitled to enter on to the License Area until such time as evidence of such insurance has been provided to the County. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Licensee shall maintain insurance providing a total combined single limit of Three Hundred Thousand Dollars ($300,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In addition, Licensee shall obtain and maintain, if Licensee employs employees, workers' compensation insurance in such amount as may be required by law. In conjunction with the above, Licensee shall provide to the County a Certificate of Insurance fully executed by an insurance company or companies furnishing such insurance coverages. The insurance policy or policies required hereunder shall provide that the County shall be provided thirty (30) days prior written notice of any cancellation or material change and that any subrogation rights of the insurer are waived against the County or any additional insureds named by the County. If Licensee shall fail to obtain or to maintain the above-described insurance for the duration of this Agreement, then all rights granted hereunder shall be forfeited and revoked until such time as Licensee provides to the County a new Certificate of Insurance fully executed by an insurance company or companies evidencing that the required insurance has been obtained.

9. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Courthouse to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

10. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate equal to the highest rate allowed by law.

11. Maintenance. Licensee agrees to maintain, at Licensee's own expense, the License Area in a good and clean condition and state of repair.

12. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. No Waiver. No waiver by any party hereof of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Licensee not otherwise.

15. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the District: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Licensee: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

17. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

18. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

19. Assignment. This Agreement shall not be assignable by Licensee.

20. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

21. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

22. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

23. Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

Licensee

By: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____President of _____, in the capacity therein stated.

EXHIBIT A

A 52 square foot area described as: Commencing three (3) lineal feet Eastward from West Entry sliding doors (such sliding doors as depicted to the photograph attached hereto as Exhibit A) to the Courthouse, continuing ten (10.4) lineal feet up to the entry door into the Coffee Shop and extending South from there for five (5) feet thus resulting in a 52 square foot area for operation of a Shoe Shine Concession Stand.

IN EMERGENCY PUSH TO OPEN
25¢
Reese's
Skittles
m&m
2012 6 4

From: Steve Crain
To: "Yolanda Velasquez"
Subject: RE: Court House - Shoe Shine
Date: Friday, June 22, 2012 4:48:56 PM

The license agreement is fine.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Friday, June 22, 2012 4:27 PM
To: scrain@atlashall.com
Cc: 'Martha Salazar'
Subject: FW: Court House - Shoe Shine
Importance: High

Good afternoon Mr. Crain

As per our conversation earlier, Can you please give me your approval for License Agreement you drafted for Shoeshine Concession Services and can you please forward Agreement in word format.

Thanks

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, June 11, 2012 2:23 PM
To: 'Yolanda Velasquez'; 'Darlene Betancourt'
Cc: 'Jaime Longoria'; cristobal.trevino@co.hidalgo.tx.us
Subject: FW: Court House - Shoe Shine
Importance: High

Ms. Yoli:

This is the last component (drafted by legal counsel) to complete the RFP packet for placement on agenda.

Thanks,

Marty

From: Marynel Trevino [mailto:mntrevino@atlashall.com]
Sent: Monday, June 11, 2012 1:58 PM
To: 'Martha Salazar'
Subject: FW: Court House - Shoe Shine
Importance: High

Good Afternoon Marty,

See the attached in connection with the Shoeshine Operation License Agreement.

Thanks,

Marynel T

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, June 11, 2012 7:16 AM
To: 'Marynel Trevino'
Subject: FW: Court House - Shoe Shine
Importance: High

Please put on Exhibit A and attach to the License Agreement.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, June 07, 2012 4:48 PM
To: 'Steve Crain'; valde.guerra@co.hidalgo.tx.us
Cc: 'Yolanda Velasquez'; 'Jaime Longoria'; 'cristobal trevino'; 'Darlene Betancourt'
Subject: FW: Court House - Shoe Shine
Importance: High

Mr. Crain:

The description of the area for the location of the shoe shine concession stand is:

A 52 square foot area described as: Commencing three (3) lineal feet Eastward from West Entry sliding doors to the Courthouse, continuing ten (10.4) lineal feet up to the entry door into the

Coffee Shop and extending South from there for five (5) feet thus resulting in a 52 square foot area for operation of a Shoe Shine Concession Stand.

You may need to re-word it. I have pictures to help you visualize what we are trying to say.

Thanks,

Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, June 07, 2012 2:46 PM
To: 'Jaime Longoria'; 'cristobal.trevino@co.hidalgo.tx.us'
Cc: 'Yolanda Velasquez'; 'Darlene Betancourt'
Subject: FW: Court House - Shoe Shine
Importance: High

GENTLEMEN, WE NEED YOUR RESPONSE SO LEGAL AND FINALIZE FORM AND CONTENT OF AGREEMENT.

Messrs. Longoria & Trevino:

Attached for your review and decision are pictures of two locations at the Hidalgo County Courthouse to place the Shoe Shine Stand. As you can see from the latest pics, the area in front of the current coffee shop has numerous pieces of candy, beverage and ATM machines. None of which are authorized (to my knowledge) by CC. The other pics are from a previous possible location. In order for legal counsel to draft the "license form of agreement', they need the exact location of the site to include in the agreement. Please discuss with Judge and respond asap so as to provide legal counsel a written description of the location and square footage. Someone needs to advise current coffee shop operator that (the beverage and/or candy machines must be returned inside his premises (allowed by the agreement from 1949). We will inform the bank about the ATM (as it is not part of the depository agreement and we are in the process of developing specifications for that procurement).

Yours truly,

Marty S.

PS. The West entrance location (with all the machines) is impractical because too much traffic and activity there. We would be able to assign about 50-60 sq. ft. and it would be in front of the Coffee Shop area. Just thought I would mention the options and their challenges.

From: Omar Salinas [mailto:omar.salinas@co.hidalgo.tx.us]
Sent: Monday, June 04, 2012 4:35 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: Court House - Shoe Shine

As per you request, a diagram and pictures of the location for the shoe shine stand.

A thought: the area is a little over 60sq ft; however the sliding door sensor is going to pick up all the movement of the vendor.

If you need any assistance please do not hesitate.

Thank you,

Omar Salinas

Inventory Specialist III

Hidalgo County Purchasing Department

Fixed Asset Division

Omar.Salinas@co.hidalgo.tx.us

(956) 318-2626 Ext. 4864

DRAFT

LICENSE AGREEMENT FOR SHOESHINE OPERATION

THIS LICENSE AGREEMENT (this "Agreement") is made as of the ____ day of ____, 2012, by and between Hidalgo County ("the County") and _____ (the "Licensee").

W I T N E S S E T H:

WHEREAS, County owns and operates the Hidalgo County Courthouse located in Edinburg, Hidalgo County, Texas with a street address of 100 N. Closner, ("Courthouse") and;

WHEREAS, County desires Licensee to operate a shoeshine operation within that certain specific area in the Courthouse more particularly described on Exhibit A attached hereto and incorporated herein at this point for all purposes (the "Licensee Area").

NOW, THEREFORE, County and Licensee, in consideration of the mutual covenants expressed herein, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, agree as follows:

1. Grant of License. County hereby grants Licensee a non-exclusive, revocable license to use and only use the License Area, for the sole purpose of operation of a shoeshine business but for no other purpose (the "License"). The License Area as it may be modified or relocated as provided herein shall be non-exclusive, and the County may make, use or permit other parties to make use of the License Area for any other purpose in the County's sole discretion. This Agreement shall not be construed to include any incidental or appurtenant rights that are not explicitly granted herein.

2. Right to Relocate, Modify or Terminate. County reserves the right to modify or relocate the License Area or terminate the License without cause at any time and from time to time upon at least thirty (30) days prior written notice to Licensee (the "Notice"). Upon modification or relocation, the License Area shall automatically be the area identified in the Notice and the shoeshine business under this Agreement shall apply only to the License Area designated in the Notice. Upon termination, Licensee shall cease using the License Area immediately and automatically, and Licensee acknowledges that Licensee shall have no further rights under this Agreement to the License Area. The right to relocate or modify the License Area or terminate the License provided herein shall be exercisable by the County in its sole and unfettered discretion, notwithstanding that it may deprive Licensee. Additionally, the County shall have the right to close the License Area for any period of time, in its sole and absolute discretion. Licensee acknowledges and agrees, on behalf of himself and his heirs, administration, executors, successors, and assigns, that Licensee shall have no claim against the County or its successors for any termination, closure of, modification to or relocation of the License Area, and Licensee hereby waives and releases any such claim.

3. Licensee Payment to County for Licensee Area. In consideration for Licensee's use of the License Area, Licensee shall pay County on or before the first day of each month occurring during the term hereof the sum of _____ ($_____).

4. Term. The term of this Licensee Agreement shall be for a term of ~~one (1)~~ five (5) years commencing _____and terminating _____subject to earlier termination as herein provided. This License Agreement may be renewed upon mutual agreement by County and Licensee on the same terms and conditions stated herein for _____ successive ____year terms.

5. Limitations/Restrictions on License Area.

(a) Licensee shall ensure that any use of the License Area granted by this Agreement does not create any threat to the safety of any third party or of the County, and any agents, elected officials, invitees, guests, contractors, subcontractors, licensees, employees and vendors of the County or its successors and assigns.

(b) Licensee shall comply with, and shall not use the License Area in any manner which is in violation of, any federal, state or local law, statute, regulation or ordinance or permit issued by any applicable governmental authority in connection with Licensee's use of the License Area.

(c) Licensee shall not make any alterations, additions or improvements to the License Area, without the written consent of the County.

(d) Licensee shall not cause or allow to be caused any damage to any improvement located within the License Area, including any improvement installed after the date of this Agreement. In the event of damage to or destruction to the License Area or any of said improvements by Licensee or any of Licensee's employees, representatives, guests or invitees, all costs of repair or replacement incurred by the County in connection with the repair thereof shall be borne by Licensee and shall be paid by Licensee to the County within ten (10) days following receipt of an invoice therefore.

(e) Licensee acknowledges that access to the License Area may be limited or restricted by the County. Licensee agrees to comply with all rules and regulations imposed by the County with respect to access to the License Area.

6. Condition of License Area. County makes no representations or warranties regarding the License Area or any improvements thereon. The License Area shall be used in its "as is" condition without any warranties or representation of any kind by the County.

7. Indemnification. Licensee shall protect, defend and hold the County and its elected officials, servants, agents, contractors, subcontractors, licensees, invitees and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all costs for investigation and defense thereof (including, but not limited to attorneys fees, court costs and expert fees), of any nature whatsoever arising out of the use by Licensee of

the License Area. Licensee shall also use counsel reasonably acceptable to the County in carrying out its obligations hereunder. The provisions of this Section 5 shall survive the expiration or termination of this Agreement and shall not be limited by reason of any insurance coverage.

8. Insurance Requirement. Licensee agrees to secure and maintain for the duration of this Agreement the following minimum comprehensive general liability insurance policy or policies covering the License Area and Licensee's use thereof, at no cost to the County, with an insurance company or companies reasonably satisfactory to the County. The policy or policies of insurance shall name the County as an additional insured together with any other parties designated by the County. Licensee shall not be entitled to enter on to the License Area until such time as evidence of such insurance has been provided to the County. Each insurance policy shall state that the insurance company or companies shall agree to investigate and defend the insured against all claims for damages, even if groundless. Licensee shall maintain insurance providing a total combined single limit of Three Hundred Thousand Dollars ($300,000.00), primary and umbrella coverage combined, for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. In addition, Licensee shall obtain and maintain, if Licensee employs employees, workers' compensation insurance in such amount as may be required by law. In conjunction with the above, Licensee shall provide to the County a Certificate of Insurance fully executed by an insurance company or companies furnishing such insurance coverages. The insurance policy or policies required hereunder shall provide that the County shall be provided thirty (30) days prior written notice of any cancellation or material change and that any subrogation rights of the insurer are waived against the County or any additional insureds named by the County. If Licensee shall fail to obtain or to maintain the above-described insurance for the duration of this Agreement, then all rights granted hereunder shall be forfeited and revoked until such time as Licensee provides to the County a new Certificate of Insurance fully executed by an insurance company or companies evidencing that the required insurance has been obtained.

9. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Courthouse to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

10. Default. If Licensee fails to comply with any of Licensee's obligations under this Agreement and such failure continues for ten (10) days from receipt of written notice then in the event of any failure, and in addition to any other remedies permitted at law or in equity, including without limitation, specific performance and injunctive relief, County may: (a) terminate this Agreement and any license rights arising hereunder, provided, that no such termination shall release Licensee from any of his obligations arising hereunder; and (b) undertake such measures as may be required to cure the default and in the event the County undertakes to cure the default, Licensee shall pay all costs and expenses incurred in connection therewith within ten (10) days after receipt of an invoice therefore, together with interest thereon from and after the date said bill was due and payable at a rate equal to the highest rate allowed by law.

11. Maintenance. Licensee agrees to maintain, at Licensee's own expense, the License Area in a good and clean condition and state of repair.

12. Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

13. No Waiver. No waiver by any party hereof of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

14. Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Licensee not otherwise.

15. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

16. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the District: Hidalgo County
Attention: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Licensee: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

17. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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19. Assignment. This Agreement shall not be assignable by Licensee.

20. Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

21. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

22. Authority to Execute. The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

23. Commitment of Current Revenues Only. In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each governmental party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

Hidalgo County

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

Licensee

By: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2012, by _____President of _____, in the capacity therein stated.

EXHIBIT A

A 52 square foot area described as: Commencing three (3) lineal feet Eastward from West Entry sliding doors (such sliding doors as depicted to the photograph attached hereto as Exhibit A) to the Courthouse, continuing ten (10.4) lineal feet up to the entry door into the Coffee Shop and extending South from there for five (5) feet thus resulting in a 52 square foot area for operation of a Shoe Shine Concession Stand.

IN EMERGENCY PUSH TO OPEN
25¢
Reese's
Skittles
m&m
2012 6 4

AI-49113 **Purchasing Department** **15. C. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of "Supplemental Agreement #1 to Work Authorization No. 3" as submitted by Millennium Engineering-Contract #C-13-243-08-27 [increase in the amount of $5,093.50 to previous amount of $23,461.50] for a new total of $28,555.00 for additional services as detailed in the supplemental document for the "Sioux Road (West of Tower Road to Alamo City Limits)" in Precinct One through original assigned requisition #262245-PO#713933.

BACKGROUND

Commissioners Court on 04/28/15 approved AI#49430 under Consent of budget transfer in the amount of $5,093.50 for the additional cost as detailed in the supplemental document.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1303-431-00-121-111-0-721

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

BUDGETARY IMPACT:

PO# 713933

FISCAL YEAR: 2015 **ACCT. #:** 5-1303-431-00-121-183-1-721

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

BUDGETARY IMPACT:

Budget Transfer Agenda Item-CC approved on 04/28/15-AI#49430 in the amount of $5,093.50.

Attachments

Work Authorization No. 3

Supplemental No. to WA #3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/29/2015 01:55 PM
Budget & Management	Veronica Ortiz	04/29/2015 02:47 PM

Glinda Pacheco	Glinda Pacheco	04/29/2015 04:06 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Vangie Garcia		Started On: 03/27/2015 11:51 AM
Final Approval Date: 05/01/2015		

APPROVED

AI-46119 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Work Authorization No. 3** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$23,461.50** through assigned **requisition #262245** pursuant to **AI#46089** for **line item transfer** for the provision of **"Construction Materials Testing Services"** for the **"Sioux Road Paving and Drainage Improvements (Tower Road to Val Verde Road)** project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1339-431-00-121-XXX-0-731

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-46089.

Attachments

AI#46089 LINE ITEM TRANSFER
WORK AUTHORIZATION NO. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 02:11 PM
Budget & Management	Debbie Tamez	08/21/2014 02:19 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 03:37 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Vangie Garcia Started On: 08/21/2014 12:07 PM

Final Approval Date: 08/21/2014

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Sioux Road Paving and Drainage Improvements (Tower Road to Val Verde Road) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**23,461.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **3** shall be funded through funding source:
Account No. 4-1339431-00-121-183-0-731
Requisition Number 262245 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No.** 3

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 8/25/14 as indicated below and effective as of 25th day of August, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 8/25/14

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. **Preliminary Phase:**

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. **Design Phase:**

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. **Construction/Maintenance Phase:**

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

Construction Materials Testing Services
MEG Proposal No.: 01-14-177M
July 3, 2014

☒ASPHALT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	20	44.00	880.00
Coring Rig (each)	1	75.00	75.00
Asphalt Cores (each)	8	60.00	480.00
Vehicle trips (each)	2	37.00	74.00
Depth Test (each)	8	6.00	48.00
Sub-Total (Asphalt)			1,557.00

☒SOILS (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	75	41.00	3,075.00
Standard Proctor (each)	5	175.00	875.00
Atterberg Limits (each)	5	61.00	305.00
Nuclear Density tests (each)	72	22.00	1,584.00
Vehicle trips (each)	29	37.00	1,073.00
Sieve Analysis (each)	2	55.00	110.00
Wet Ball Mill (each)	2	185.00	370.00
Sub-Total (Soils)			7,392.00

☒ASPHALT (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	72	44.00	3,168.00
Extraction & Gradation, percent asphalt (each)	8	225.00	1,800.00
Theoretical maximum specific gravity of mixtures (each)	8	60.00	480.00
Lab Density (each)	8	65.00	520.00
Nuclear Density Tests (each)	16	22.00	352.00
Coring Rig (each)	4	75.00	300.00
Asphalt Cores (each)	16	60.00	960.00
Asphalt Core Density (each)	16	40.00	640.00
Vehicle trips (each)	12	37.00	444.00
Other:			
Sub-Total (Asphalt)			8,664.00

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	42	30.00	1,260.00
Project Engineer (hourly)	21	105.00	2,205.00
Project Management (hourly)	10.5	67.00	703.50
Clerical (hourly)	42	40.00	1,680.00
Sub-Total (Mgmt. & Admin.)			5,848.50

Total Estimated Cost **$23,461.50**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependant on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

EXHIBIT D

"Proposal"

Construction Materials Testing Services
MEG Proposal No.: 01-14-177M
July 3, 2014

☒ASPHALT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	20	44.00	880.00
Coring Rig (each)	1	75.00	75.00
Asphalt Cores (each)	8	60.00	480.00
Vehicle trips (each)	2	37.00	74.00
Depth Test (each)	8	6.00	48.00
Sub-Total (Asphalt)			**1,557.00**

☒SOILS (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	75	41.00	3,075.00
Standard Proctor (each)	5	175.00	875.00
Atterberg Limits (each)	5	61.00	305.00
Nuclear Density tests (each)	72	22.00	1,584.00
Vehicle trips (each)	29	37.00	1,073.00
Sieve Analysis (each)	2	55.00	110.00
Wet Ball Mill (each)	2	185.00	370.00
Sub-Total (Soils)			**7,392.00**

☒ASPHALT (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	72	44.00	3,168.00
Extraction & Gradation, percent asphalt (each)	8	225.00	1,800.00
Theoretical maximum specific gravity of mixtures (each)	8	60.00	480.00
Lab Density (each)	8	65.00	520.00
Nuclear Density Tests (each)	16	22.00	352.00
Coring Rig (each)	4	75.00	300.00
Asphalt Cores (each)	16	60.00	960.00
Asphalt Core Density (each)	16	40.00	640.00
Vehicle trips (each)	12	37.00	444.00
Other:			
Sub-Total (Asphalt)			**8,664.00**

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	42	30.00	1,260.00
Project Engineer (hourly)	21	105.00	2,205.00
Project Management (hourly)	10.5	67.00	703.50
Clerical (hourly)	42	40.00	1,680.00
Sub-Total (Mgmt. & Admin.)			**5,848.50**

Total Estimated Cost **$23,461.50**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
to WORK AUTHORIZATION NO. 3

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and Millennium Engineers Group, Inc. (MEG), Professional Laboratory of, Pharr, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the 25th day of August **2014** concerning Laboratory Testing for Sioux Road (Tower Road to Val Verde Road) hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph 1 of the **Agreement**, (Scope of Work), establishes the Professional Construction Materials Testing Laboratory Services required; and,

WHEREAS, it has become necessary to amend the Agreement to Exhibit "D" as hereinafter provided to add an additional section of roadway of Sioux Road (West of Tower Road to Alamo City Limits) that will need Professional Construction Materials Testing Laboratory Services.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph 2 of the **Agreement**, (Estimated Cost), is revised to

$28,555.00

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

BY:_____

Address for Giving Notices:

5804 N. Gumwood Avenue, Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Cost Proposal
- Work Schedule (West of Tower Road to Alamo City Limits)

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT No. 1

Contract # C-13-243-08-27

WORK AUTHORIZATION NO. 3 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
01-14-177M, 01-15-144M	Sioux Road – Tower Road to Val Verde Road to now include section (West of Tower Road to Alamo City Limits)	$ 23,461.50	$28,555.00
	Total Amount	*$ 23,461.50*	*$ 28,555.00*

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Testing Services
Sioux Road (West of Tower to Alamo City Limits) Improvements Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	41.00	102.50
Standard Proctor (each)	1	175.00	175.00
Atterberg Limits (each)	1	61.00	61.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	185.00	185.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	105.00	52.50
Project Management (hourly)	0.25	67.00	16.75
Clerical (hourly)	1	40.00	40.00
Sub-Total (per trip)	1	-	754.75
Sub-Total (per task)	2	754.75	1,509.50

Task: Flexible Base density testing at Roadway (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	41.00	102.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	105.00	52.50
Project Management (hourly)	0.25	67.00	16.75
Clerical (hourly)	1	40.00	40.00
Sub-Total (per trip)	1	-	344.75
Sub-Total (per task)	3	344.75	1,034.25

SOILS Section Total 2,543.75

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	44.00	175.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	105.00	52.50
Project Management (hourly)	0.25	67.00	16.75
Clerical (hourly)	1	40.00	40.00
Sub-Total (per trip)	1	-	417.25
Sub-Total (per task)	2	417.25	834.50

Task: HMAC Pavement Laboratory Testing

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	225.00	225.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	350.00
Sub-Total (per task)	2	350.00	700.00

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	44.00	264.00
Coring Rig (each)	1	75.00	75.00
Asphalt Cores (each)	5	60.00	300.00
Asphalt Core Density (each)	5	40.00	200.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	105.00	52.50
Project Management (hourly)	0.25	67.00	16.75
Clerical (hourly)	1	40.00	40.00
Sub-Total (per trip)	1	-	1,015.25
Sub-Total (per task)	1	1,015.25	1,015.25

HMAC Pavement Section Total 2,549.75

Total Estimated Cost $5,093.50

AI-49494 **Purchasing Department** **15. C. 2.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of "Supplemental Agreement No. 1 to Work Authorization No. 1"-Contract #C-13-103-06-04 with LeFEVRE Engineering [increase of $13,450.00 to approved amount of $50,215.00] for additional services as detailed in the attached supplemental document for: "Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 LF) of street improvements" project thus bringing the new total to $63,665.00 thru Requisition #254248 w/PO#710375.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1303-431-00-121-111-0-721

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

BUDGETARY IMPACT:

Available balance of $28,965.23 as of 4/30/15.

Attachments

Work Authorization No. 1
Insurance
Supplemental 1

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/29/2015 04:31 PM
Budget & Management	Veronica Ortiz	04/30/2015 09:44 AM
Glinda Pacheco	Glinda Pacheco	04/30/2015 10:10 AM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Vangie Garcia		Started On: 04/28/2015 09:48 AM
Final Approval Date: 05/01/2015		

SPECIAL MEETING - May 20, 2014

BE IT REMEMBERED, that on this 20th day of May A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Pct. 1

1. AI-44469 Acceptance and approval of WORK AUTHORIZATION NO. 1-CONTRACT #C-13-103-06-04 with LeFevre Engineering & Management Consulting, LLC in the amount of $50,215.00 for the provision of engineering services for the "Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 lft. of street improvements) located in Precinct #1 thru submitted requisition #254248.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Pct. 2

1. AI-44037 Acceptance of proposal received from Facility Solutions Group awarded vendor through the County's participation/membership with TASB/BuyBoard in the total amount of $170,169.70 for the Hidalgo County Precinct No. 2-"Gonzalez-Zamora Subdivision Solar Lights Project" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department with authority to process requisition when submitted by Pct. #2.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. AI-44564 Approval of the following requisition listed for operating expenditures exceeding $7,500:

Program	Req. No.	Vendor	Amount	Item
Pct. 2 Administration	256822	AL3 Enterprises	$10,501.00	Access control for side gates

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Constables

1. AI-44358 Acceptance and approval of Payment Application #1 in the amount of $45,199.85 as submitted by Herrera & Hunt Inc. in connection with: "Concrete Work and Water Line Improvements" to Constable Pct. 1 New Building" (PO#692409) as reviewed and approved by Facilities Management and Mr. Raul Sesin, P.E.

APPROVED

AI-44469 **Purchasing Department 42. D. 0.**

CC - REGULAR

Meeting Date: 05/20/2014

Submitted For: Comm. A. C. Cuellar, Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of WORK AUTHORIZATION NO. 1-CONTRACT #C-13-103-06-04 with LeFevre Engineering & Management Consulting, LLC in the amount of $50,215.00 for the provision of engineering services for the "Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 lft. of street improvements) located in Precinct #1 thru submitted requisition #254248.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1303-431-00-121-111-0-731

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

BUDGETARY IMPACT:

Attachments

Work Authorization Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/09/2014 04:25 PM
Purchasing Department	Marty Salazar	05/09/2014 04:25 PM
Budget & Management		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 05/09/2014 08:21 AM

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-103-06-04
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, LeFevre Engineering & Management Consulting, LLC_, 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 Basic Engineering Services for Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 LF) of street improvements.

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 **$ 50,215.00**. 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 **Article**/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 4-1303-431-00-121-111-0-731
Requisition Number 254248 **(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 project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,**_____ as to content and detail of this **Work Authorization No. 1.**

HIDALGO COUNTY PRECINCT #1_____.

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on 5/20/14 as indicated below and effective as of 20th day of May, 2014.

THE ENGINEER:
(Firms Name)

_____

By: Emigdio Salinas, PE - LEMC

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 5/20/14

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

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

Mile 10 North Street Improvements Project

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

(LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project.

Contract Amount: $ 50,215.00

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 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. 1

Mile 10 (Old La Blanca Road – FM 493)

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project.

Attached Schedule:

COUNTY OF HIDALGO - PRECINCT NO. 1
Mile 16 North Road Improvement Project
Work Authorization No. 1
Work Schedule

ID	Task Name	Duration	Start	Finish
1	ask 1 Survey	71 days	Tue 4/22/14	Tue 7/29/14
2				
3	Task 2 Project Start Up	7 days	Tue 4/29/14	Wed 5/7/14
4	Define Scope of Work and Tasks	7 days	Tue 4/29/14	Wed 5/7/14
5				
6	Task 3 Design	64 days	Thu 5/8/14	Tue 8/5/14
7	Task 4 Preliminary Plans (30% Submittal)	46 days	Thu 5/8/14	Wed 7/9/14
8	Preliminary Plans and General Notes	43 days	Thu 5/8/14	Wed 7/9/14
9	Preliminary Specifications	43 days	Thu 5/8/14	Wed 7/9/14
10	Task 5 Submittal of Plans and Specifications	19 days	Thu 7/10/14	Tue 8/5/14
11	60-80% Submittal of Plans and Specifications	15 days	Thu 7/10/14	Wed 7/30/14
12	Review by County Staff	5 days	Thu 7/10/14	Wed 7/16/14
13	100% Submittal of Plans and Specifications	15 days	Thu 7/10/14	Wed 7/30/14
14	County Review of Final Plans and Specifications	5 days	Thu 7/10/14	Wed 7/16/14
15	Acceptance of Final Plans and Specifications	14 days	Thu 7/17/14	Tue 8/5/14
16				
17	Construction of WW Coll System and LS Rehab	291 days	Wed 8/6/14	Wed 9/16/15
18	Advertisement	21 days	Wed 8/6/14	Wed 9/3/14
19	Bid Opening	0 days	Thu 9/4/14	Mon 9/15/14
20	Recommendation of Award	7 days	Tue 9/16/14	Wed 9/24/14
21	Execute Contracts	20 days	Thu 9/25/14	Wed 10/22/14
22	Preconstruction Conference	1 day	Thu 10/23/14	Fri 10/31/14
23	Notice to Proceed	1 day	Mon 11/3/14	Tue 11/11/14
24	Construction	180 days	Wed 11/12/14	Tue 7/21/15
25	Construction Completion	1 day	Wed 7/22/15	Wed 7/22/15
26	Project Closeout	40 days	Thu 7/23/15	Wed 9/16/15

Date: Wed 4/2/14 | Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

LeFEVRE

Exhibit "D"

Cost Proposal

Work Authorization No. 1

Mile 10 (Old La Blanca Road – FM 493)

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project.

Contract Amount: $50,215.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$34,680.00
Topographic Survey		$12,285.00
Inspection		$1,500.00
Construction Phase Engineering		$1,750.00
	Total	**$50,215.00**

*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.

Purchase Order
COUNTY OF HIDALGO

PO# 710375

DATE: 06/12/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 390526 REQ: 00254248

PHONE:

CANCELLED: 06-03-14

EMAIL:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

LEFEVRE ENGINEERING & MANAGEMENT
CONSULTING, LLC
612 NOLANA, SUITE 520
MCALLEN TX 78504

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

SPECIAL INSTRUCTIONS: RM4

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		
		WILL BE APPROVED THRU C.C. on 5/20/14 under AI-44469		
		C-13-103-06-04 expires 6/3/2014 unless extended by written supplemental agreement		
1.00	EACH	CC WORK AUTHORIZATION #1 FOR MILE 10 NORTH - (OLD LA BLANCA RD.TO - FM 493)	34,680.00	34,680.00
		ORIGINAL SCOPE:		
		BASIC ENGINEERING		
1.00	EACH	CC TOPOGRAPHIC SURVEY	12,285.00	12,285.00
1.00	EACH	CC INSPECTION	1,500.00	1,500.00
1.00	EACH	CC CONSTRUCTION PHASE ENGINEERING	1,750.00	1,750.00
		TOTAL:		50,215.00
		WILL BE APPROVED THRU C.C. on 5/20/14 under AI-44469 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 C-13-103-06-04		
		********** For Hidalgo County use only		
		4-1303-431-00-121-111-0-731 50,215.00		

Authorized by: Martha L. Salazar

HIDALGO COUNTY

Professional Engineering Services
Contract # C-13-103-06-04
Supplemental No. 1 for Work Authorization No. 1 Form

Supplemental No. 1

Authorization No. 1

THIS SUPPLEMENTAL NO. 1 FOR WORK AUTHORIZATION NO. 1 is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, LeFevre Engineering & Management Consulting, LLC_, professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of Supplemental No. 1 for Work Authorization No. 1 is for the **Engineer** to provide Construction Phase Engineering and Inspection Services for Mile 10 North from Old La Blanca Road to FM 493 (approximately 3,000 LF) of street improvements. The original scope of services for construction phase engineering only required occasional spot checking of the project because the Precinct was performing the construction of the road. The Precinct is now bidding out the project for sealed proposals which now includes bidding, pre-construction meetings, bid tab formulation, engineer's recommendations, awarding of the contract to contractor, regular status meetings, inspections for maintaining schedule and work completed, as-builts, project closeout.

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 Construction Phase Engineering and Inspection services under this Supplemental No. 1 for Work Authorization No. 1 is **$ 13,450.00**. 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 Supplemental No. 1 for Work Authorization No. 1 shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Supplemental No. 1 for Work Authorization No. 1 shall be funded through funding source:

Account No. 4-1303-431-00-121-111-0-731

Requisition Number 254248 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Supplemental No. 1 for Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and terminate upon project completion as indicated in the "Exhibit C-Preliminary Work Schedule".

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct #1,_____** as to content and detail of this **Supplemental No. 1 for Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT #1_____.

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Supplemental No. 1 for Work Authorization No. 1 is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____**,** 2015.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: Richard LeFevre, President	**By: Ramon Garcia, County Judge**

ATTEST:

_____

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT "A"

Supplemental No. 1 for Work Authorization No. 1

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

Supplemental No. 1 for Work Authorization No. 1

Scope of Services to be provided by the Engineer

Mile 10 North Street Improvements Project

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project. LEMC will provide construction phase engineering services and inspection for the proposed improvements project.

Contract Amount: $ 13,450.00

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 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 5 – Bidding and Award

LEMC will assist the County in the advertisement, opening and tabulation of bids, analyzing the bids, recommendations for award of the construction contract and assist on the preparation of formal Contract Documents for the Offsite Lift Station.

.

Task 6 – Construction

1. Provide construction supervision and inspection on a daily basis.
2. Review shop drawings/submittals and provide Engineer's recommendations and requirements.
3. Prepare change orders due to unexpected conditions encountered if needed and present those to the county for review and/or approval.
4. Prepare monthly estimates of work performed by Contractor and present those to County Staff.
5. Assist with pay requests and make approvals or necessary changes to pay requests submitted by Contrator.
6. Provide final project close-out documents associated with final walk through with Contractor and County Staff and provide "punch list" for closeout of project.

Task 7 – As Builts

Once Construction is completed, LEMC and the County will coordinate the survey required (provided by Hidalgo County) to provide Record Drawings ("As Builts").

Exhibit “C”

Project Schedule

Supplemental No. 1 for Work Authorization No. 1

Mile 10 (Old La Blanca Road – FM 493)

PREPARED BY:

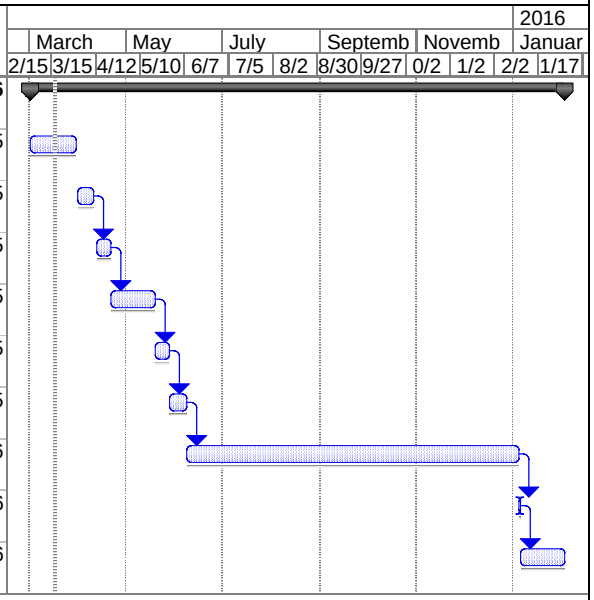
LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project.

Attached Schedule:

COUNTY OF HIDALGO - PRECINCT NO. 1
MIle 10 North Street Improvement Project
Supplemental No. 1 - Work Authorization No. 1

ID	Task Name	Duration	Start	Finish
1	**Construction of Mile 10 Road Improvements**	**242 days**	**Mon 3/2/15**	**Tue 2/2/16**
2	Advertisement	21 days	Mon 3/2/15	Mon 3/30/15
3	Bid Opening	8 days	Wed 4/1/15	Fri 4/10/15
4	Recommendation of Award	7 days	Mon 4/13/15	Tue 4/21/15
5	Execute Contracts	20 days	Wed 4/22/15	Tue 5/19/15
6	Preconstruction Conference	7 days	Wed 5/20/15	Thu 5/28/15
7	Notice to Proceed	7 days	Fri 5/29/15	Mon 6/8/15
8	Construction	150 days	Tue 6/9/15	Mon 1/4/16
9	Construction Completion	1 day	Tue 1/5/16	Tue 1/5/16
10	Project Closeout	20 days	Wed 1/6/16	Tue 2/2/16



Date: Tue 3/17/15

Task		Milestone		External Tasks	
Split		Summary		External MileTask	
Progress		Project Summary		Split	

Hidalgo County Precinct 1

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Exhibit “D”

Cost Proposal

Supplemental No. 1 for Work Authorization No. 1

Mile 10 (Old La Blanca Road – FM 493)

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to construct Precinct 1 Capital Improvements Project: Mile 10 North from Old La Blanca Road to FM 493 (Approximately 3,000LF), Street Improvements Project.

Contract Amount: $50,215.00

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$34,680.00
Topographic Survey		$12,285.00
Inspection		$1,500.00
Construction Phase Engineering		$1,750.00
	Total	**$50,215.00**
Additional Construction Phase Engineering – Supplemental No. 1		$4,350.00
Additional Inspection – Supplemental No. 1		$9,100.00
Total for Supplemental No. 1		**$13,450.00**

*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.

AI-49492 **Purchasing Department** **15. D. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pursuant to current contract with L&G Engineering (Article 14), a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC. in connection with Work Authorization No. 2 for the Pct 2 Regional Hike & Bike Trail Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Subcontracting Notice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2015 11:53 AM
Budget & Management	Veronica Ortiz	05/01/2015 11:55 AM
Manuel Chapa	Manuel Chapa	05/01/2015 01:44 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Erika Zamora		Started On: 04/28/2015 09:05 AM
Final Approval Date: 05/01/2015		

L&G Consulting Engineers, Inc.

April 2, 2015

Hon. Eddie Cantu
Hidalgo County Precinct No. 2
300 West Hall Acres
Pharr, Texas 78589

RE: Subcontracting Notice for Regional Hike & Bike Project
Contract No. 15-046-03-03

Dear Commissioner Cantu:

We would like to inform you of the subcontractor that we will be using on the Regional Hike & Bike Project Work Authorization #2. Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Surveying Services for the above referenced project.

Subcontractor:
Field Surveyor:
Mr. Julio Cerda, P.E.
R.O.W. Surveying Services, LLC.
900 S. Stewart Road, Ste. 13
Mission, Texas 78572
Phone (956)-424-3335

Should you have any questions, please feel free to give me a call at 956-585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager

cc: Hidalgo County Auditor's Office

AI-49516 **Purchasing Department** **15. D. 2.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Ratification of fully executed Change Order No. 4 for an increase of $90.00 in connection with the Hidalgo County Pct 2 Equipment & Maintenance Facility from contracted vendor, Holchemont, Ltd., and as recommended by project architect, ERO Architects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-431-00-122-053-0-730

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

BUDGETARY IMPACT:

Funds available as of 4/29/15.

Attachments

CO#4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/30/2015 12:55 PM
Budget & Management	Veronica Ortiz	04/30/2015 01:28 PM
Glinda Pacheco	Glinda Pacheco	04/30/2015 04:18 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Erika Zamora		Started On: 04/29/2015 04:34 PM
Final Approval Date: 05/01/2015		

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Hidalgo County Precinct 2 Equipment & Vehicle Maintenance Facility

CHANGE ORDER NUMBER: 004
DATE: November 26, 2014

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Holchemont, Ltd.
900 N. Main St.
McAllen, Texas 78501

ARCHITECT'S PROJECT NUMBER: 13012
CONTRACT DATE: December 20, 2013
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change Order issued for the following work:

Change Request 16: Add Pass Thru at Bottom edge per revised drawing at Window Type C Receptionist.

TOTAL: $90.00

The original Contract Sum was	$	1,585,000.00
The net change by previously authorized Change Orders	$	9,795.25
The Contract Sum prior to this Change Order was	$	1,594,795.25
The Contract Sum will be increased by this Change Order in the amount of	$	90.00
The new Contract Sum including this Change Order will be	$	1,594,885.25

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 11, 2014

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ERO Architects, LLP	Holchemont, Ltd.	County of Hidalgo - Precinct 2
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
300 S. 8th Street McAllen, Texas 78501	900 N. Main Street McAllen, Texas 78501	1051 N. Doolittle Rd. Edinburg, Texas 78542
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Eli R. Ochoa, P.E., AIA *(Typed name)*	Michael Montalvo, Manager *(Typed name)*	RAUL SILGUERO, JR. *(Typed name)*
November 26, 2014 **DATE**	01 DEC 14 **DATE**	DEC. 01 / 2014 **DATE**

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User Notes:
(1984581701)

Holchemont, Ltd.
900 N. Main St.
McAllen, TX 78501
Ph : (956) 686-2901

Change Request

To: David Iglesias
ERO International
300 S 8th St.
McAllen, TX 78501
Ph: (956)661-0400 Fax: (956)661-0401

Number: 16
Date: 11/6/14
Job: 1401-EMF-01 Equip Maintenance Facility
Phone:

Description: Window Type C - Receptionist

We are pleased to offer the following specifications and pricing to make the following changes:

Additional $90.00 for Pass Thru at bottom edge per revised drawing.

**Please Note: There will be a 1/4" gap between the glass stop and the soffit.

The total amount to provide this work is $90.00

If you have any questions, please contact me at (956)686-2901.

Submitted by: Michael C. Montalvo
Holchemont Ltd.

Approved by: _____
Date: _____

Cc:

140 EMF 01

R.G.V. Glass Inc.

P.O. Box 2762
Edinburg, TX 78540
(956) 381-6661 Phone (956) 381-6663 Fax rgvglassinc@yahoo.com

Residential* Commercial* Industrial*
Sales and Service

November 6, 2014

Holchemont, LTD. Terms: Net 10th

RE: Equipment Maintenance Facility

Qualified Quotation

Replace glass at "C" window with 4" speak hole cut into ¼" Clear Tempered glass @ No Charge.

Add $90.00 for Pass Thru at bottom edge as per revised drawing.

*If Pass Thru is accepted, it should be noted that there will be a ¼" gap between the glass stop and the soffit.

Valid for 30 days
THIS QUOTE TO BECOME AN ATTACHMENT TO ANY CONTRACT OR ANY OTHER WRITTEN AGREEMENT

AI-49524 **Purchasing Department** **15. E. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to exercise its option to terminate (under Paragraph 14) as stated in the current contract with Republic Services, Inc. for "Garbage Collection at Los Ebanos Pavilion," by providing/forwarding a Thirty (30) Day written notice of termination as requested by Precinct No. 3.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Republic Services Contract
Draft Letter-Termination
Termination Request from Precinct

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/30/2015 03:34 PM
Budget & Management	Veronica Ortiz	04/30/2015 03:57 PM
Glinda Pacheco	Glinda Pacheco	04/30/2015 04:54 PM
Glinda Pacheco	Glinda Pacheco	04/30/2015 04:54 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Rocio Villarreal Started On: 04/30/2015 11:45 AM

Final Approval Date: 05/01/2015

E-15-074-02-04

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 21, 2015

Damien Saenz, Division Sales Manager
Republic Services, Inc.
9402 West Expressway 83
Harlingen, Texas 78552
P (800) 423-7316 **C** (956) 535-0988 **F** (956) 428-2045

via email Dsaenz@republicservices.com

Re: Renewal/Extension Notice for Contract# C-14-019-03-11-Garbage Collection at Los Ebanos Pavilion for Hidalgo County Precinct No. 3

Dear Mr. Saenz:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1st) Year** of the additional two (2) one (1) year periods as provided in the current lease agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice, as, it will be placed on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and return to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: rocio.villarreal@co.hidlago.tx.us or leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 1-21-15
Damien Saenz, Division Sales Manager

Additionally, we are requesting that your company provides an "Updated Certificate of Insurance" as required by and through Hidalgo County's Request for Sealed (Bids, Quotes, Proposals, and Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
for **Rocio Villarreal, Contracts Manager**
Hidalgo County Purchasing Department

xc: file

ACORD® CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY) 06/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
	E-MAIL ADDRESS:certificateteam@ccmsi.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Company of NA	43575
INSURER C:	ACE Fire Underwriters	20702
INSURER D:	Illinois Union Insurance Company	27960
INSURER E:	National Liability & Fire Insurance Co	20052
INSURER F:		

INSURED

REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 422255** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PROJECT [ ] LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B A C A D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C48013715 - AOS WLR C48013727 - CA/MA/OR SCF C48013739 - WI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 06/30/2014 06/30/2014 06/30/2014	06/30/2015 06/30/2015 06/30/2015 06/30/2015 06/30/2015	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Division Number: 4863 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Services of Rio Grande Valley - Brownsville Satellite

CERTIFICATE HOLDER

HIDALGO COUNTY PCT 3
PO BOX 607
MISSION, TX 78573
United States

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

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

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Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

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https://secure.smartcompliancecorp.com/SECURE/W...

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Page 1 of 2

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
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ACORD 101 (2008/01)

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THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-019-03-11

THIS CONTRACT is made and entered into this 11th day of March, **2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Republic Service, Inc., an Arizona Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and a copy of the Company; response to the RFB atthed hereto Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 3**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning March 11, 2014 and ending March 10, 2015, and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company: Republic Services, Inc.
Damian Saenz, Division Sales Manager
9402 W. Expressway 83
Harlingen, Texas 78552

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 3-11-14 RO

COMPANY:

REPUBLIC SERVICES, INC.

By:
Printed Name: Damian A. Sanz
Title: Division Sales Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

By:

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 30 , 2013

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids -**"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**
Bid No: 2014-019-01-15-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO: 2014-019-01-15-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

12/30/2013
Date

LEGAL NOTICE

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

Bid No: 2014-019-01-15	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JANUARY 15, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2014-019-01-15-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, JANUARY 15, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2014-019-01-15-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** Descriptive information as to the items or services delivered, including product code, item number, quantity,

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
Sergio H. Saenz, Park Director
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JANUARY 15, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2014-019-01-15-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS / REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

EXHIBIT "A"
HIDALGO COUNTY PRECINCT #3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO.: 2014-019-01-15-SGS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "Garbage Collection" from certified, licensed participants. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis**".

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.

1. The department is in need of a one (1) day service per week.
2. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
3. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
4. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
5. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
6. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
7. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
8. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
9. No household trash will be included. Tickets must be specially marked by disaster name.
10. Bidder should designate which categories of waste your firm can transport or accept for waste storage.

11. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

12. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

13. Cost for land filling will be on a per **"ton"** basis as listed on Bid page form. (Exhibit "B").

14. Bidder must provide proposed collection schedule.

15. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) one (1) year terms, under the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

12.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

15.) Shipping and freight costs are to be net F.O.B. destination.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or

extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 08, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, January 10, 2014 by 5:00 P.M.

EXHIBIT "B"

Bid Page

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2014-019-01-15-SGS

BID PAGE

Fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRE SPECIFICATIONS / REQUIREMENTS. (Shipping and freight cost will be F.O.B. destination.)
Internal Use Only: Commodity Code: 910-27

<table>
<tr><th colspan="4">LOCATION SITE:
LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3</th></tr>
<tr><td colspan="2">CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE:

QUANITY: ONE (1) CONTAINER
BIN SIZE: 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)</td><td>WEEKLY CHARGE/ ADDITIONAL FEES

$</td><td>TOTAL MONTHLY FEE

$</td></tr>
<tr><td colspan="2">COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL
CHARGES. (PLEASE SPECIFY)</td><td>$_____ / Per Ton
$_____Addt'l /Fee(s)
Specify fee:</td><td>$ _____/ Per Ton
$_____Addt'l Fee(s)
Specify fee:</td></tr>
<tr><td rowspan="2">PROPOSED COLLECTION DAY</td><td colspan="2">COLLECTION DAY</td><td rowspan="3">COMMENTS:</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td rowspan="2">COPIES OF ALL PERMITS/LICENSES ENCLOSED</td><td>YES</td><td>NO</td></tr>
<tr><td></td><td></td></tr>
</table>

LANDFILL SITE ADDRESS/LOCATION:

_____

_____

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:

_____

_____

_____

_____

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris			$
Furniture/ Mattress			$
Flammable / Hazardous Materials			$
Batteries			$
White Goods Transported To Metal Recycle			$

COMMENTS:_____

_____

_____

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EA H CCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PER & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E L. EACH ACCIDENT E L. DISEASE EA EMPLOYEE E L. DISEASE POLICY LIMIT	 $ $ $
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ 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

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS
HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

RFB No.: 2014-019-01-15-SGS

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

OPENED
JAN 15 2014
9:40am
Witnessed

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2014-019-01-15-SGS

BID PAGE

Fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRE SPECIFICATIONS / REQUIREMENTS. (Shipping and freight cost will be F.O.B. destination.)
Internal Use Only: Commodity Code: 910-27

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3		
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE: **QUANITY:** ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)	**WEEKLY CHARGE/ ADDITIONAL FEES**	**TOTAL MONTHLY FEE**
	$	$ 110.00
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)	$_____ / Per Ton $_____Addt'l /Fee(s) Specify fee:	$_____/ Per Ton Included Above $_____Addt'l Fee(s) Specify fee:

PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES	NO	

LANDFILL SITE ADDRESS/LOCATION:
Bidder Owned and located at Intx of FM 681 & Mi 14 Rd. Mission TX, 78572

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:
Manifest provided at no charge. Documentation and tracking will be done through a signed sealed manifest document to the Generator.

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris	X		$
Furniture/ Mattress *	X		$
Flammable / Hazardous Materials		X	$
Batteries		X	$
White Goods Transported To Metal Recycle **		X	$

COMMENTS: *$233.00 per haul, $30.00 per ton, $0.00 per rental

** $300.00 per haul

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME: Allied Waste Services of Rio Grande

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, TX 78552

PHONE & FAX NUMBER: (800) 423-7316 / (956) 428-2045

E-MAIL ADDRESS: Dsaenz@republicservices.com

CELLULAR NUMBER: (956) 535-0988

AUTHORIZED SIGNATURE:

PRINTED NAME: Damian Saenz

TITLE: Division Sales Manager

DATE: 1/10/2014

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/08/2014

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): FAX (A/C No.Ext):
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B: ILLINOIS UNION INSURANCE COMPANY	27960
INSURER C: NATIONAL FIRE & MARINE INSURANCE COMPANY	20079
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 383458** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Division Number: 4863 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Services of Rio Grande Valley - Brownsville Satellite

CERTIFICATE HOLDER

HIDALGO COUNTY PCT 3
PO BOX 607

MISSION, TX 78573
United States

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

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Zimbra **sandy.suarez@co.hidalgo.tx.us**

FW: scheduled auto list

From : Damian Saenz <DSaenz@republicservices.com> Mon, Jan 27, 2014 02:53 PM

Subject : FW: scheduled auto list

To : Sandy Suarez (sandy.suarez@co.hidalgo.tx.us) <sandy.suarez@co.hidalgo.tx.us>

Hi Sandy,

I got your email. This is what I am getting in response to your request. Please read trailing email. I have been trying to get a copy that doesn't have the Scheduled Autos box check.

Sincerely,

Damian A Saenz

Division Sales Manager
Republic Services- Rio Grande Valley, TX
(956)392-7012 office
(956)428-2045 fax
(956)535-0988 cell
dsaenz@republicservices.com

From: Cantu, Hector
Sent: Thursday, January 23, 2014 3:01 PM
To: Saenz, Damian
Subject: FW: scheduled auto list

FYI. H.C.

From: Vryhof, Robert

Sent: Thursday, January 23, 2014 1:14 PM
To: Cantu, Hector
Subject: RE: scheduled auto list

Hector,

Given the certificate is also checked to cover any auto (which means any vehicle in our fleet), and every other box also being checked, there is no reason to provide a schedule of autos. This is the standard process to demonstrate that every possible type of vehicle is covered by our policy of insurance. As I'm sure you will appreciate, with over 15,000 vehicles in the Republic fleet there is not a schedule of vehicles attached to the policy. This is something you would generally see for companies with limited fleets, but not on companies of any size.

I trust this helps you out? If it doesn't, we can issue another certificate of insurance which does not have the Scheduled Auto box checked, but in doing so I would be concerned that would be viewed as a red flag. I'll need to follow your lead on that option?

Bob

Robert C. Vryhof
Vice President, Risk Management
480 627 2218 office
480 818 1702 cell

Republic Services
18500 North Allied Way, Phoenix, AZ 85054

From: Cantu, Hector
Sent: Thursday, January 23, 2014 10:54 AM
To: Vryhof, Robert
Subject: FW: scheduled auto list

Please advise. Thanks H.C. See attached email request.

From: Cantu, Hector
Sent: Thursday, January 23, 2014 11:53 AM
To: Loch, Christine
Subject: scheduled auto list

Christine is there any way we can deselect the scheduled auto section box , since they are requesting this list of trucks for scheduled vehicles? I know we went through this last time on this customer. H.C. Please advise

March 11, 2014

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
March 11, 2014
9:30 A.M.

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

   All members of the Court were counted present for the exception of Hector "Tito" Palacios.

2. **Pledge of Allegiance**

   Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. **Prayer**

   Virginia Townsend led the Court and Audience in Prayer.

4. **Approval of Consent Agenda**

   The Court moved to approve the Consent Agenda.

5. **Open Forum**

   Virginia Townsend stated her concern over the length of time Commissioners' Court has been held in the City of Edinburg Chambers. She also commented on the request for more money from Constable Precinct 1. She would like to see the county stay within budget.

   At this time, the Court proceeded to Item 6.A.

   Fern McClaugherty commented on the trash disposal presentation from last week. She stated that the five million savings from the disposal services cannot go to building a new courthouse. She also was concerned over the need for more judges and she wanted more information on the Heppa filter.

   Jim Barnes announced a rally that will be held for the "Come and Take It" Rio Grande Valley Organization. The organization is dedicated to open carry of handguns and rifles. The Rally will be held in Pharr (Cage and Business 83) on Saturday, March 15, 2014 at 11 am – 2 pm.

   Opal Billman stated the court made a decision that her land is excess land and has no value. She stated the purchase of the land was an investment in which no money is owed on. The court decided they would not be divided and kept it. She stated she has appealed her case.

   Luis DeLeon had a concern over some empty lots in the area in which he lives in LJ Subdivision in Alamo. There has only been one attempt to clean up and only picked up brush not trash and tires. He would like to see someone do something for the safety of the children who play in the neighborhood.

   Cindy Ferriero and other students from the University of Miami were present and wanted to announce that they were there during their spring break to assist LUPE Organization. Their mission is to work with a colonia to identify their needs and help however they can.

   Barbara Storz informed the court and public that Hidalgo County is under quarantine for Citrus Greening Disease. She invited everyone to an informative meeting on Citrus Greening held at Texas A&M AgriLife Extension Service on 410 N. 13th Ave. in Edinburg on Wednesday, March 26, 2014 at 6 pm – 7:30 pm. She stated that currently several cities have been identified to be carrying the disease. She also wanted to invite women between the ages 40 – 60 to a meeting to be held at the Mission Community Center on March 28, 2014 at 10 am – 12 pm. This meeting is to inform women who do not have medical/health coverage of free health services.

   Hilda Salinas wanted to remind employees and their families of the Killer Bees Game on Saturday, March 22, 2014 at 7 pm for Hidalgo County Employee Night at the State Farm Arena. Tickets are discounted at $10 and the point of contact is Jim Vaughn.

   Raul Lozano wanted to acknowledge the group from University of Miami and commend them on their willingness to serve the colonias during their spring break. They will be a part of a major cleanup project at Indian Hills Subdivision

Vote: 3 - 0 - Unanimously

3. **AI-43486** Acceptance of proposal submitted by RL Abatement, Inc. in the amount of $6,900.00 (thru county's participation with TIPS/TAPS Contract No. 1032813) for asbestos abatement services for the Old Administration Building (100 E. Cano-Edinburg) in areas with same ACM as previously identified in Raba Kistner's survey (remediation not done due to County's necessity to occupancy/use of office space at time of original abatement in all other unoccupied areas).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

4. **AI-43447** Approval of the final requirements/scope of services for the "Real Estate Broker Services" project for Hidalgo County. (Previously approved by CC meeting on 12-20-13 for authority to advertise pending final approval by CC and legal counsel.)

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Facilities Management:

1. **AI-43393** Acceptance and approval to award proposal received from CAS Companies in the amount of $40,358.35 (through Hidalgo County's membership/participation with Tips/Taps Contract #10012413) for the provision of labor, to include materials including, but not limited to any other appurtenances, as may be needed for installation of a HEPPA Evacuation System/ Filters to the HC Autopsy Facility and evidenced by a properly executed purchase order.

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

C. Pct. 1

1. **AI-43416** **CONSTABLE PRECINCT ONE** :
Acceptance and approval to increase original PO#680750 (C-12-028-07-24) with Holchemont LTD. as recommended by the Architect of record "Alcocer Garcia Associates" thru AIA Document G701-2001 Change Order No. 005 in the amount of $7,720.13 for change request as outlined in the Summary Of Change Order No. 005 including, but not limited to, the electrical transformer and extension of time to complete original punch-list (CC approved 12-31-13-AI #42269).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

D. Pct. 3

1. **AI-42935** Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/ or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct 3- "Garbage Collection at Los Ebanos Pavilion" through project No.: 2014-019-01-15-SGS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-43352** Pursuant to contract with L&G Engineering, (article 14) to C-13-305-10-07, a request for approval by engineer to permit the subcontracting of AmaTerra Environmental Inc., in connection with "Mile 3."

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

E. Pct. 4

May 5, 2015

CERTIFIED MAIL

REPUBLIC SERVICES, INC.
DAMIAN SAENZ, DIVISION SALES MANAGER
9402 W. EXPRESSWAY 83
HARLINGEN, TEXAS 78552

Re: **CANCELLATION OF CONTRACT-C-14-019-03-11-Garbage Collection at Los Ebanos Pavillion**

Dear Mr. Saenz:

Pursuant to action taken by Hidalgo County Commissioners' Court on May 5, 2015, please be advised this correspondence will serve as a formal notice of termination (Paragraph 14) of the current contract for, "Garbage Collection at Los Ebanos Pavilion" effective June 4, 2015.

We sincerely appreciate your time and interest and hope that you will continue to participate in the future.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

Cc: Norma Ceballos, Pct 3

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Garbabe Collection at Los Ebanos Pavilion

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Tue, Apr 14, 2015 12:16 PM

Subject : Garbabe Collection at Los Ebanos Pavilion

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Rocio,

Please terminated contract for garbage collection at Los Ebanos Pavilion.

Thanks.

AI-49546 **Purchasing Department** **15. E. 2.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to execute the final form of a Professional Engineering Agreement (subject to legal counsel's final review) with L&G Engineering, for "Engineering Services for Inspection, Material Testing and Construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd)" for Pct 3, and as (approved for negotiations on CC 3/3/15);

B. Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $226,373.22) as submitted by project engineer, L&G Engineering for engineering services for "Engineering Services for Inspection, Material Testing, and construction Management for Mile 2 North Roadway Reconstruction Project (from La Homa to Moorefield Rd)" within Hidalgo County Pct. No. 3.

BACKGROUND

contract

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-123-094-0-710/721

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

BUDGETARY IMPACT:

Funds available as of 5/1/15.

Attachments

TXDot Approval
1
2
revised
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/01/2015 11:54 AM
Budget & Management	Veronica Ortiz	05/01/2015 11:55 AM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Rocio Villarreal		Started On: 04/30/2015 04:33 PM
Final Approval Date: 05/01/2015		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Mile 2 N Project Negotiation of Fee Schedule

From : Norma Garza <Norma.Garza@txdot.gov> Wed, Apr 29, 2015 01:37 PM

Subject : RE: Mile 2 N Project Negotiation of Fee Schedule

To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Cc : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us>, Behrooz Badiozzamani <beh@lgengineers.com>, Jacinto Garza <jacinto@lgengineers.com>, Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>, Ricardo Gallaga <ricardo@lgengineers.com>, Arnold Cortez <acortez@lgengineers.com>

Good Afternoon Rocio,

I have completed my review of L&G's revised scope and fees for the Mile 2 North project. They have addressed all comments, and it is acceptable for further processing by Hidalgo County.

Please provide me an executed copy of the contract/WA between Hidalgo County and L&G.

If you have any questions, feel free to contact me.

Norma Y. Garza, P.E.
Advance Planning/Project Management Supervisor
District RMA Coordinator
TxDOT- Pharr District
Office (956) 702-6180
Mobile (956) 638-3518
Email: Norma.Garza@txdot.gov

From: Ricardo Gallaga [mailto:ricardo@lgengineers.com]
Sent: Monday, April 27, 2015 10:32 AM
To: Rocio Villarreal; Arnold Cortez
Cc: Norma Ceballos; Behrooz Badiozzamani; Jacinto Garza; Yvette Salinas
Subject: RE: Mile 2 N Project Negotiation of Fee Schedule

Good Morning Ms. Villareal:

I spoke to Norma Garza with TxDOT on Friday and she said she was out of town last week but she mentioned would be reviewing proposal early this week. If you should have any other questions, feel free to contact Arnold or myself.

Thanks,

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 27, 2015 10:27 AM
To: Arnold Cortez
Cc: Ricardo Gallaga; Norma Ceballos; Behrooz Badiozzamani; Jacinto Garza; Yvette Salinas
Subject: Re: Mile 2 N Project Negotiation of Fee Schedule

Mr. Cortez:

Can you please provide status.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Arnold Cortez" <acortez@lgengineers.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Ricardo Gallaga" <ricardo@lgengineers.com>, "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>, "Behrooz Badiozzamani" <beh@lgengineers.com>, "Jacinto Garza" <jacinto@lgengineers.com>
Sent: Friday, April 17, 2015 9:40:43 AM
Subject: Mile 2 N Project Negotiation of Fee Schedule

Ms. Villarreal,
Good Morning ....L&G is still waiting on Ms. Norma Garza, P.E. (TxDot) to concur with our Fee Schedule. Mr. Gallaga, P.E. visited with Ms. Garza on this subject yesterday. Have a great weekend Rocio.

Arnold Cortez, P.E.
Senior Engineer QCQA

www.lgengineers.com
900 South Stewart Road Suite 10
MIssion, Texa-s 78572
Office (956) 585-1909
Fax (956) 585-1927

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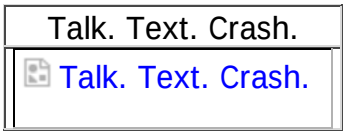


HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-364-05-05
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** *d/b/a* **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Engineering Services required for Construction Management Services, Construction Inspection and Construction Material Testing for the Mile 2 North Roadway Reconstruction project from La Homa (SH 364) to Moorefield Road.

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 **$226,373.22**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization, as identified on *EXHIBIT "C" - Work Schedule.*

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3, Commissioner Joe Flores as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

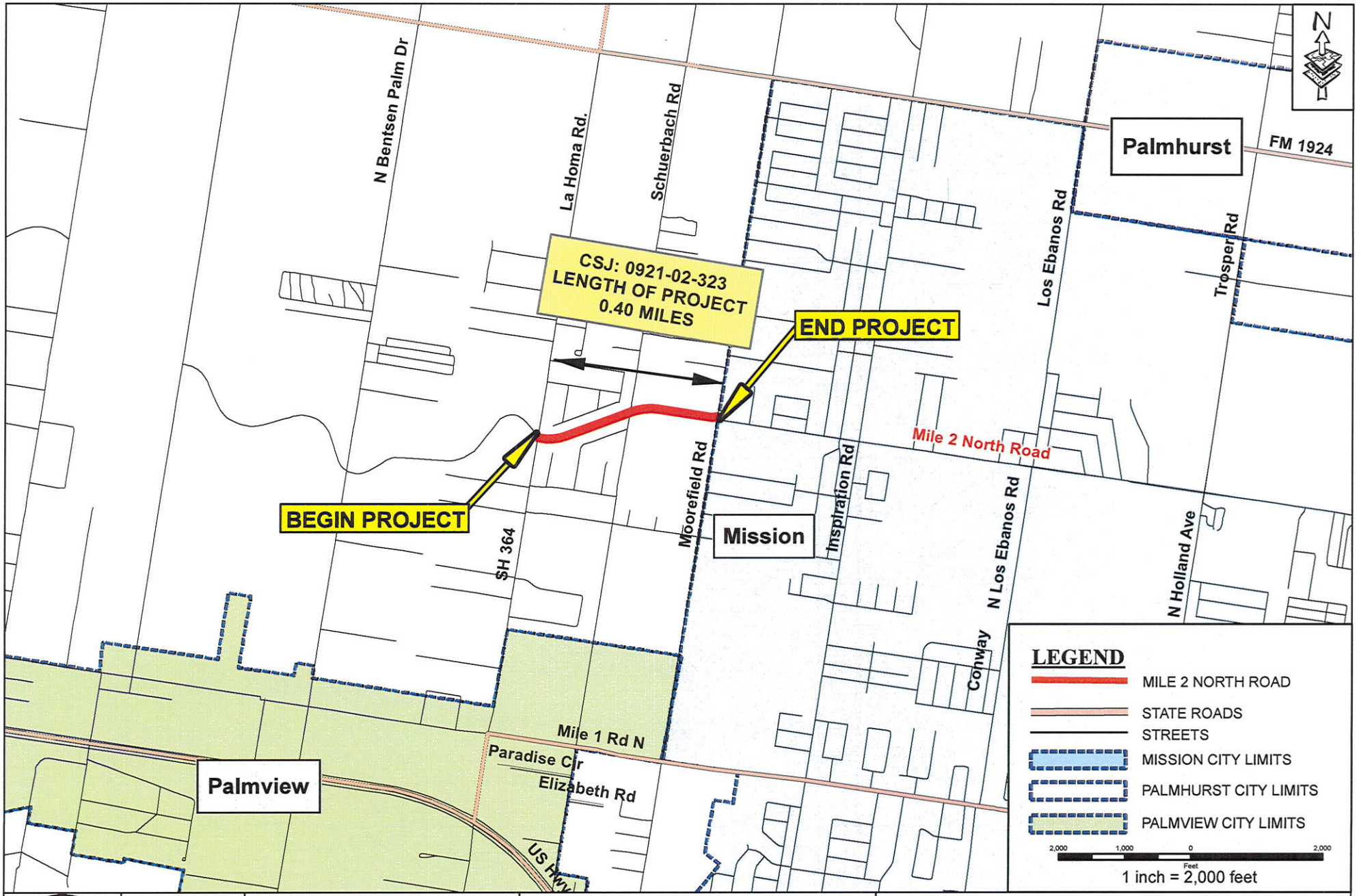
_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Estimated Man-hour Breakdown



CITY OF MISSION, TEXAS FOUNDED IN 1908

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD PROJECT LOCATION MAP

APPROX. LENGTH: 0.60 MILES

CSJ: 0921-02-323 - FROM LA HOMA RD TO MOOREFILED RD APPROX. LENGTH: 0.60 MILES

Document Path: G:\EA MAPS\Mile 2 Lahoma-Conway\2015\Mile2N_LOCATION LA HOMA TO MOOREFILED.mxd

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **County** in the development of the **Project**.

The **County** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin.

2) Payment for work performed by the Engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

5) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

6) Attend pre-construction conferences coordinated and conducted by the Engineer.

7) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor.

8) Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: _____

Project/Description: Construction Management Services, Construction Inspection and Construction Material Testing for the Mile 2 North Roadway Reconstruction Project

Length: 0.60 Miles

Highway: Mile 2 North

Limits: from SH 364 (La Homa) to Moorefield Road

PROJECT CLASSIFICATION

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
X New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

N/A N/A **Construction Bidding:**

1) The ~~ENGINEER~~ will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ~~ENGINEER~~ will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

COMPLETED BY THE COUNTY

YES NO **Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (as required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

YES NO **Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

   c) Verify the concrete and asphalt design to assure it is in accordance with TxDOT specifications to be developed by the contractor.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) Final Acceptance. Following the completion of construction by the Contractor, the Engineer will provide the services required for the final inspection and recommendation for project acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specification. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed) and furnish to the county three sets (3) of prints of the as-built drawings.

YES NO **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing. The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

Exhibit "B"
Scope of Services
Services to be Provided by the Engineer

General Project Information

B2Z, through this scope of services, shall provide Assistant Project Management Activities w/ Respect to Laboratory Operations. The scope of said services is anticipated to be geared towards Construction Material Testing & Geotechnical Engineering Oversight for the Mile 2 roadway improvement project from SH 364 (La Homa) to Moorefield Rd. in Hidalgo County, hereinafter denoted as the **Project.**

B2Z shall provide all engineering services as noted under this scope of services for the **Engineer**. **B2Z** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

B2Z shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer**.

Specific activities to be performed by **B2Z** include the following:

Task 1 – Field Visits & Record Audits (Bi-Monthly)

Field Visits:
B2Z will conduct field visits on the **Project** to assure that acceptable tolerance limits specified for the following materials are being met in accordance with TxDOT requirements (this may include verification testing):

- Embankment, Existing Subgrade, Flexible Base
- Asphalt Concrete Pavement (ACP)
- Concrete (Structural & Non-Structural)

Record Audits:
B2Z will perform random audits of the **Engineer's** records to ensure that full documentation exists for accepting all materials on the job. These may include but not be limited to the following:

- Documentation required to support payment of "Material on Hand" requests
- Material Certifications received from manufactures (i.e. pipes, boxes, etc.)
- Verification that materials received on the **Project** are from TxDOT Approved Sources
- Ensure that all material sourcing documents are available for all materials brought to the **Project**
- All required tests on structural concrete components have either been performed or are originated from TxDOT approved sources (Quality Monitoring Program)
- Review of Mix Designs Certifications and Batching Reports for ACP & Concrete
- Ensure that all failing test reports are documented and retested in accordance with ASTM and/or TxDOT testing procedures

Task 2 – Assist in Construction Related Issues (Geotechnical & Structural)

B2Z will provide necessary guidance to the **Engineer** on all construction related issues having to do with the following:

- Stabilization of in situ materials (i.e. lime stabilization of subgrade, high P.I. materials, etc.)
- Ensure appropriate concrete mix design for construction of siphons on the **Project**
- Verify adequate foundation material at the location of the box placement prior to installation of bedding material

B2Z will assist in the review and processing of any Request for Information (RFI) documents related to Geotechnical and/or Structural issues.

Task 3 – Coordination & Compliance w/ Respect to Specifications Between Field Related Activities & Lab Techs

B2Z will assure that all field test results are within acceptable tolerances of the **Project's** specifications prior to acceptance. The Engineer will also conduct random field and laboratory visits to ensure that all testing procedures are being done in accordance with the governing specifications.

B2Z will work with the **Engineer's** field representative to ensure that all testing is ordered in accordance with 2010 TxDOT's Guide for Testing Frequencies (i.e. appropriate number of tests for the amount of material installed).

Task 4 – Quality Assurance & Quality Control of Lab Testing Procedures, Reports & Frequencies (Field & Laboratory)

B2Z will ensure compliance with the **Engineers** in-house QA/QC manual. The various aspects of QA/QC include, but are not limited to the following:

- Provide frequent verification with the materials (i.e. flex base) that it is originating from an approved stock pile
- Provide visits to concrete/asphalt plants to assure materials that are being used for structural concrete and ACP are what has been submitted with the certification documents
- **B2Z** will provide monthly reports on the QA/QC review of all test reports conducted on the **Project**

Task 5 – Meetings / Coordination / Management Oversight

B2Z will attend and participate in all construction meetings with the **Engineer** on the **Project**. **B2Z** will provide guidance for material related concerns to minimize construction delays and/or issues. **B2Z** will continuously coordinate with the **Engineer** and report any non-compliance issues that may arise during the course of the construction phase of the **Project**.

PROJECT: Mile 2 North
Limits: La Homa (SH 364) to Moorefield Rd
CSJ: 0921-02-323
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

TASK AND DESCRIPTION	2012	2013	2014												2015												2016												2017							
	JAN-DEC	JUL - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
PS&E																																												
By County / L&G																																												
ROW Acquisition Phase																																												
By County / L&G																																												
PS&E, Construction Management & Inspection, CMT																																												
Submit 60% Set of Plans	July 2012																																											
TxDOT Review (60% Set of Plans)	Aug. 2012																																											
Request for approval City's LGPP Process																																												
L&G QA/QC of 95% Set of Plans		Nov. 2013																																										
Submit 95% Set of Plans		Nov. 2013																																										
TxDOT Review (95% Set of Plans)																																												
Submit Final (100%) PS&E to TxDOT (20 weeks before letting date)																																												
Receive approval to advertise from TxDOT including pre-bid & DBE Conference																																												
Advertise (1st) & post in www.civcastusa.com (3 weeks prior to opening bids)																																												
Advertise (2nd) & post in www.civcastusa.com																																												
Conduct DBE conference & Pre-Bid Meeting																																												
Open Bids (Verify apparent low bidder)(7 weeks prior to Letting date)																																												
Submit Bid Tabs to TxDOT (Request low bidder concurrence)(6 wks prior to letting date)																																												
Receive concurrence from TxDOT																																												
Recommend to County, Award to Low Bidder																																												
Award Contract at County Commissioner's Meeting (Letting Date)																																												
Preconstruction Meeting																																												
Compensable/Permitted Utility Adjustments																																												
Contractor will be informed in writing of utility start date by the County. (June 2015)																																												
Contractor will be released for the Preparation of ROW (approx. 1 month) (L&G estimates June 2015)																																												
CONSTRUCTION																																												

6 Months Constr. (includes 1 month Prior ROW)

Note: Contract Time will resume after remainder of Utility Delay Period (Combined - Max 120 Days) has been exhausted.

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT

SECTION III (from SH 364 (La Homa) to Moorefield Road) – CSJ: 0921-02-323:

• L&G Construction Management and Inspection Services:	$172,829.62	*(see Page 2 & 3 of 8 for breakdown)*
• Construction Material Testing Services:	$ 39,708.12	*(see Page(s) 4,5,6 & 7 of 8 for breakdown)*
• Sub-consultant Cost (B2Z)	$ 13,835.48	*(see Page 8 of 8 for breakdown)*

SECTION I ---- SUB-TOTAL: $226,373.22

TOTAL OF WORK AUTHORIZATION NO. 1:	**$226,373.22**

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
MILE 2 NORTH ROADWAY RECONSTRUCTION PROJECT

(CSJ: 0921-02-323): from La Homa (SH 364) to Moorefield Road

	MANHOURS														
	Senior Project Manager	Engineer (V)	Senior Environmental Scientist	Engineer III	Engineering Lab Manager	Engineer Tech	Project Inspector V	Record Keeper	Project Inspector I	CADD Operator / GISAnalyst	Admin / Clerical	Soil & Aggregate Technician	Concrete & Asphalt Technician	TOTAL HOURS	TOTAL LINE ITEM COST
CONTRACT RATE	211.81	180.66	152.63	133.94	105.91	93.45	87.22	84.10	68.53	68.53	62.30	52.95	52.95		
(CSJ: 0921-02-323):															
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES: (Est. 6 months for utility delay start, 1 month pre-construction, 6 months construction and 1 month for post construction)															
CONSTRUCTION BIDDING:															
1) The ENGINEER will furnish the County the necessary copies of approved plans, specifications, notices to bidders and proposals as prepared under PS&E															
2) The ENGINEER will assist the County on the tabulation of bids and recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.															
ADMINISTRATION:															
3) Maintain communication and coordinate with Municipality, Design Engineer, Hidalgo County, TxDOT and Construction Constractor(s) on a regular basis.		12		32							8			52	$ 6,952.40
4) Review, approve or reject project submittals and invoices for processing.				14										14	$ 1,875.16
5) Coordinate with the public and any affected property owners				12										12	$ 1,607.28
6) Provide review, feedback, or guidance on Change Orders as prepared by the contractor.				4										4	$ 535.76
7) Accompany Design Engineer, State or Federal representatives and Municipality representatives on visits to the project.		8		12										20	$ 3,052.56
8) Attend and conduct all job related meetings, Construction Status meetings and Final Inspection with the Design Engineer, State or Federal representatives and Municipality representatives. to include final inspection.		24		32							24			80	$ 10,117.12
9) Calculate and verity the final contract quantities.				8										8	$ 1,071.52
10) Review and submit to the Design Engineer any suggestions or requests made by the contractor to change or modify any requirements of the Plans or Contract Documents.				4										4	$ 535.76
11) Prepare a Contractors progress payment estimate on a bi-weekly basis.				12										12	$ 1,607.28
12) Issue a Certificate of Substantial Completion at the appropriate time.		2												2	$ 361.32
13) Provide certification to the Municipality and TxDOT that this project was constructed as designed, subject to appropriate and necessary revisions during construction, in conformance with all proejct specifications and that all necessary contract provisions were fully complied with.		2												2	$ 361.32
CONSTRUCTION MANAGEMENT:															
Construction Phase Services:														0	$ -
1) Attend meetings as necessary, provide written reports (Performed in task Administration #8)														0	$ -
2) Provide cost control and value management on change orders		2		8										10	$ 1,432.84
3) Assure quality and completeness of the work with continued on-site and office support monitoring and inspections				16										16	$ 2,143.04
4) Maintain job safety measures				8							2			10	$ 1,196.12
5) Monitor project schedule, provide weekly updates				6							10			16	$ 1,426.64
Post Construction Phase Services:															$ -
1) Provide all closeout documents				8				8			8			24	$ 2,242.72
2) Coordinate final acceptance of projects				4										4	$ 535.76

COMPLETED BY COUNTY

CONSTRUCTION INSPECTION:															
1) Maintain a presence on the project during times when contractor activities are underway and be on-site at all times during construction activities of the project requiring certification to be able to certify, on completion of the project, that the project was built as designed. Prepare Daily Reports, including quantities, locations of work, weather conditions, and weekly progress reports. Review and verify traffic control activities to include inspection of barricades and traffic control devices.							212	266	1210					1688	$ 123,782.54
2) Check that the contractor is in compliance with all construction contract requirements. Municipality permits and ordinances; property rights agreements; erosion and sediment control and stormwater management plans state permits, regulations and statutes; and federal regulations and statutes; and exercise the engineer's authority as provided in the contract documents and report immediately any deviations to the City and Construction Manager (CM).				16				8						24	$ 2,815.84
3) Maintain a photographic record of the progress of construction, annotating such photos to indicate their content and context including date. This photographic record must be available for reference by the Construction Manager, Design Engineer, State or Federal representatives, and Municipality representatives.						12								12	$ 1,121.40
4) Inspect and approve material sources and water, borrow and staging areas.				2			4	4						10	$ 953.16
5) Receive materials certifications, computations and reference materials submitted by the Contractor. Verify compliance with the Buy America Act. Maintain files on the project site of all items submitted by the contractor and of work done on behalf of the Municipality.								4						4	$ 336.40
6) Track utility relocations and plot final facility locations on the final as-built plans (if any).						24								24	$ 2,242.80
7) Erosion control monitoring in accordance with applicable permits.								8						8	$ 672.80
8) Develop final as-built plans by marking up a set of contract plans.						24								24	$ 2,242.80
9) Check that completed work complies with the plans and specifications and is true to line and grade.				8										8	$ 1,071.52
10) Organize an inspection of work completed at such time as contractor may claim substantial completion, with a contractor's representative, Design Engineer, State, Federal & Local representatives, and issue a list of items to be corrected or completed.				4										4	$ 535.76
SUB-TOTAL	0	50	0	210	0	60	216	298	1210	0	52	0	0	2,096	$ 172,829.62

Construction Management & Inspection Sub-Total:	$	172,829.62
Construction Material Testing (CMT) Sub-Total:	$	39,708.12
B2Z Engineering (See Detailed Proposal) Sub-Total:	$	13,835.48
Grand Total:	**$**	**226,373.22**

EXHIBIT D-1

ESTIMATED MAN-HOURS AND TEST BREAKDOWN

Hidalgo County - Mile 2 North Project (From SH 364 (La Homa Rd.) to Moorefield Rd.) - CSJ: 0921-02-323
Construction Materials Testing

Embankment (Test All Fill Material Including Cut From Job) (ITEM 132)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								9362C/939F CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E	PI>15 ~ Every 5,000 CY	included with PI	Each		$47.70	$0.00
Plasticity Index		Tex-106-E	PI>15 ~ Every 5,000 CY	1 per Cut & 1 per Fill (Job)	Each	2	$68.90	$137.80
Gradation		Tex-110-E	Every 10,000 CY	1 per Cut & 1 per Fill (Job)	Each	2	$68.90	$137.80
Moisture/Density		Tex-114-E	One per Each Material	1 Exist (Assume Borrow)	Each	1	$174.90	$174.90
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	At Least 3 on Job	Each	3	$26.50	$79.50
Reports				LL/PI, Grad, MD, FD	Each	7	$20.00	$140.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	18	$52.95	$953.10
# of Trips (Tech)				4 Trips (50 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical					Hour	3	$62.30	$186.90
							Item Subtotal	$1,920.00

Subgrade (Lime Treated) (ITEM 260)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								7,045 CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$47.70	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	2	$68.90	$137.80
Gradation		Tex-110-E	Each 5,000 CY		Each	2	$68.90	$137.80
Moisture/Density		Tex-114-E	Every 20,000 CY	assume 1 on Prj	Each	1	$174.90	$174.90
In-Place Density		Tex-115-E	Every 3,000 CY	Use thru Prj - 1 Lift	Each	3	$26.50	$79.50
Reports				LL/PI, MD, FD	Each	8	$20.00	$160.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	18	$52.95	$953.10
# of Trips (Tech)				4 Trips (50 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical					Hour	3	$62.30	$186.90
							Item Subtotal	$1,940.00

Flexible Base (Untreated - Stockpile Testing) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								4,742 CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$47.70	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	1	$68.90	$68.90
Gradation		Tex-110-E	Each 5,000 CY		Each	1	$68.90	$68.90
Moisture/Density		Tex-113-E	Every 20,000 CY		Each	1	$174.90	$174.90
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	$165.00	$165.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	$370.00	$370.00
Reports				LL/PI, MD, WB, Triaxial	Each	5	$20.00	$100.00
Tech Time (Soils)				4 hrs - LL,PI,MD & WB/Triax.	Hour	12	$52.95	$635.40
# of Trips (Tech)				1 Trip (50 Miles RT)	Mile	50	$0.55	$27.50
**Admin/Clerical					Hour	3	$62.30	$186.90
							Item Subtotal	$1,797.50

Flexible Base (Lime Treated) (ITEM 247)

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.

								4,742 CY
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Liquid Limit		Tex-104-E		included with PI	Each		$47.70	$0.00
Plasticity Index		Tex-106-E	Each 5,000 CY		Each	1	$68.90	$68.90
Gradation		Tex-110-E	Each 5,000 CY		Each	1	$68.90	$68.90
Moisture/Density		Tex-113-E	Every 20,000 CY	Complete Mixture	Each	1	$174.90	$174.90
In-Place Density		Tex-115-E	Every 3,000 CY	Inc. to at Least 3 on Job	Each	3	$26.50	$79.50
Reports				MC, LL/PI, MD, FD	Each	6	$20.00	$120.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	14	$52.95	$741.30
# of Trips (Tech)				4 Trips (50 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical					Hour	3	$62.30	$186.90
							Item Subtotal	$1,550.40

Asphalt Concrete Pavement (Item 3268 - HMA-QC/QA)

- Field compaction testing of asphalt to ensure proper compaction during lay down operations.
- Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.

								3,228 Tons
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				Stockpile				
L.A. Abrasion		Tex-410-A	1 Per Project Per Source	if BRSQC meets Project Spec ~	Each	0	$530.00	$0.00
Soundness		Tex-411-A	1 Per Project Per Source	if BRSQC meets Project Spec ~	Each	0	$530.00	$0.00
Gradation		Tex-200-F	1 Per Project Per Source		Each	1	$68.90	$68.90
MicroDeval		Tex-461-A	1 Per every 12 Sublots	May be Eliminated based on	Each	0		
Flat & Elongated Particles		Tex-280-F	1 Per Project Per Source		Each	1	$63.60	$63.60
Coarse Aggr. Angularity		Tex-460-A (Part I)	1 Per Project Per Source		Each	1	$61.00	$61.00
Del. Matl. and Decant		Tex-217-F	1 Per Project Per Source		Each	1	$42.40	$42.40
Fine Aggr.				Stockpile				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source		Each	1	$68.90	$68.90
Organic Impurities		Tex-408-A	1 Per Project Per Source		Each	1	$35.00	$35.00
Gradation		Tex-200-F	1 Per Project Per Source		Each	1	$68.90	$68.90
Mineral Filler				Bin or Silo				
Bar Linear Shrinkage		Tex-107-E	1 Per Project Per Source	Assume No Filler	Each	0	$68.90	$0.00
Gradation		Tex-200-F	1 Per Project Per Source	Assume No Filler	Each	0	$68.90	$0.00
Combined Aggr.				Stockpile or Feeder Belt				
Sand Equivalent		Tex-203-F	1 Per Project Per Source		Each	1	$79.50	$79.50
Complete Mix				Truck Sample				
Asphalt Content (%)		Tex-236-F	1 Per Lot Per Design		Each	4	$95.40	$381.60
Voids in Mineral Aggr. (VMA)		Tex-207-F	1 Per Sublot Per Design	with 227-F Rice Gravity	Each	16	$116.60	$1,865.60
Gradation		Tex-236-F	Min 1 Per 12 Sublots Per		Each	2	$95.40	$190.80
Boil Test		Tex-530-C	1 Per Project Per Source	Waived by Engineer	Each	0	$84.80	$0.00
Indirect Tensile - Dry		Tex-226-F	1 Per Project Per Source	Waived by Engineer	Each	0	$636.00	$0.00
Moisture Content		Tex-212-F (Part II)	1 Per Project Per Source		Each	1	$15.90	$15.90
Lab Molded Density		Tex-207-F	1 Per Sublot Per Design		Each	16	$62.00	$992.00
Hamburg Wheel Tracker		Tex-242-F	1 Per Project Per Source	Make Contractor Perform Test	Each	0	$700.00	$0.00
Roadway				At Site				
Field Coring			2 Cores Per Sublot Per	For Tex-207-F	Each	32	$58.30	$1,865.60
In-Place Air Voids		Tex-207-F	2 Cores Per Sublot Per		Each	32	$26.50	$848.00
Segregation Profile		Tex-207-F (Part V)	1 Per Project Per Source	Inc. to 1 per Lot (3268)	Each	1	$320.00	$320.00
Joint Density		Tex-207-F (Part VII)	1 Per Project Per Source	Inc. to 1 per Lot (3268)	Each	1	$320.00	$320.00
Tack Coat Adhesion		Tex-243-F	1 Per Project Per Source	Waived by Engineer	Each	0	$105.00	$0.00
Thermal Profile		Tex-244-F	1 Per Project Per Source	Inc. to 1 per Lot (3268)	Each	1	$60.00	$60.00
Ride Quality		Tex-1001-S	Engineer may verify	Make Contractor Perform Test	Each	0		$0.00
Reports					Each	82	$20.00	$1,640.00
Tech Time (Aggr)				16 hours per 1 days (trips/test -	Each	16	$52.95	$847.20
Tech Time (Asph)				12 hours per 4 days	Hours	48	$52.95	$2,541.60
# of Trips (Tech)				5 Trips (50 Miles RT)	Mile	250	$0.55	$137.50
**Admin/Clerical					Hours	24	$62.30	$1,495.20
							Item Subtotal	$14,009.20

Hydraulic Cement Concrete Drilled Shafts ~ Traffic Signal (Class C)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

								16 CY (2 Loc.)
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Coarse Aggr.				QA Test. (QC by Source)				
Decantation		Tex-406-A	Each 20,000 CY(or source)		Each	1	$42.40	$42.40
Sieve Analysis		Tex-401-A	Each 1,000 CY (ea source)	5 Sieve	Each	1	$68.90	$68.90
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$42.40	$42.40
L.A. Abrasion		Tex-410-A	Two Each Source	if CRSQC meets Project Spec ~	Each	0	$275.00	$0.00
Soundness		Tex-411-A	Two Each Source	if CRSQC meets Project Spec ~	Each	0	$400.00	$0.00
Fine Aggr.				QA Test. (QC by Source)				
Sand Equivalent		Tex-203-F	Each 1,000 CY(ea source)		Each	1	$79.50	$79.50
Organic Imp.		Tex-408-A	One Per Project Per Source		Each	1	$35.00	$35.00
Sieve Analysis		Tex-401-A	Each 1,000 CY(ea source)	9 Sieve	Each	1	$119.90	$119.90
Fineness Mod.		Tex-402-A	Each 1,000 CY(ea source)		Each	1	$15.90	$15.90
Deleterious Matl.		Tex-413-A	Each 20,000 CY(or source)		Each	1	$42.40	$42.40
Acid Insoluble		Tex-612-J	Two Each Source	if CRSQC meets Project Spec ~	Each	0	$79.50	$0.00
Mineral Filler				QA Test. (QC by Source)				
Sieve Analysis		Tex-401-A	Two Each Source	if No Mineral Filler utilized in	Each	0	$68.90	$0.00
Concrete								
*Strength		Tex-418-A	Each 60 CY(2 Sets = 4 Cyl.)	Assume 2 Sets per Loc.	Each	8	$26.50	$212.00
Slump		Tex-415-A	One per 2 Sets		Each	2	$0.00	$0.00
Entrained Air		Tex-416-A	One per 2 Sets		Each	2	$26.50	$53.00
Temperature		Tex-422-A	One per 2 Sets		Each	2	$0.00	$0.00
Reports				CA,FA,MF,Conc.	Each	14	$20.00	$280.00
Tech Time (Aggr)					Hour	8	$52.95	$423.60
Tech Time (Conc)					Hour	16	$52.95	$847.20
# of Trips (Tech)				4 Trips (50 Miles RT)	Mile	200	$0.55	$110.00
**Admin/Clerical					Hour	4	$62.30	$249.20
							Item Subtotal	$2,621.40

Hydraulic Cement Concrete Misc. - Curb/Valley Gutter/Sidewalk/Riprap/Curb Ramps (Class A)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

								435 CY+Curb Ramp
		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex-418-A	Each 180 CY(1 Set = 2 Cyl.)	Adjust Per Str & Placement	Each	22	$26.50	$583.00
Slump		Tex-415-A	Not Required	Not Required	Each	0	$0.00	$0.00
Entrained Air		Tex-416-A	One per Set		Each	11	$26.50	$291.50
Temperature		Tex-422-A	Not Required	Not Required	Each	0	$0.00	$0.00
Reports				Conc.	Each	22	$20.00	$440.00
Tech Time (Aggr)			Not Required		Hour	0	$52.95	$0.00
Tech Time (Conc)					Hour	68	$52.95	$3,600.60
# of Trips (Tech)				14 Trips (50 Miles RT)	Miles	700	$0.55	$385.00
**Admin/Clerical					Hour	9	$62.30	$560.70
							Item Subtotal	$5,860.80

Batching for Hydrulic Cement Concrete (Class A & C) & Asphalt Concrete Pavement (ACP) - Inspection of Batching at Plant (1 Tech per Plant, Reports)

- Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

		TxDOT Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
Tech Time (Conc)					Hour	30	$52.95	$1,588.50
# of Trips (Tech)				13 Trips (50 Miles RT)	Mile	650	$0.55	$357.50
					Reports	13	$20.00	$260.00
Hot Mix					Hour	48	$52.95	$2,541.60
Tech Time (Asph)				4 Trips (50 Miles RT)	Mile	200	$0.55	$110.00
# of Trips (Tech)					Reports	4	$20.00	$80.00
**Admin/Clerical					Hour	10	$62.30	$623.00
							Item Subtotal	$5,560.60

* Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)

** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary

Sub-Total (CMT Items) =		$35,259.90
Eng. Lab Mgr. (Coor. w/Area Eng./Rpt. Rev.)	(42 hrs x 105.91 Hr.)	$4,448.22
Constuction Materials Testing Total :		$39,708.12

B2Z ENGINEERING

Exhibit D-1
FEE PROPOSAL

Assistant Project Management Role for Lab Operations

(Construction Material & Geotechnical Engineering Oversight)

Mile 2 North Project (From SH364 (La Homa) to Moorefield Rd.) CSJ: 0921-02-323			MANHOURS			
			Senior Construction Engineer	Engineering Field Tech	Admin/Clerical	Total
TASK						
	1	Field Visits & Record Audits (Bi-Monthly)	12	20		32
	2	Assist in Construction Related Issues (Geotechnical & Structural)	16			16
	3	Coordination & Compliance w/ Respect to Specifications Between Field Related Activities & Lab Techs	8	30		38
	4	Quality Assurance & Quality Control of Lab Testing Procedures, Reports & Frequencies (Field & Laboratory)	14		8	22
	5	Meetings/Coordination/Management Oversight	12	12		24
						0
		Subtotal	**62**	**62**	**8**	**132**
Labor Hours			**62**	**62**	**8**	**132**
Hourly Base Rates			$ 55.00	$ 24.00	$ 18.00	
Contract Rate FY2015-2017			$ 150.92	$ 65.86	$ 49.39	
Total Labor Costs			**$ 9,357.04**	**$ 4,083.32**	**$ 395.12**	**$ 13,835.48**

B2Z Engineering Total Cost **$ 13,835.48**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-14-364-05-05

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **Construction Management, Construction Inspection Services and Construction Material Testing** for the **"Mile 2 North Reconstruction (from SH 364 (La Homa) to Moorefield Road"** project for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year,** commencing, ***May 5, 2015,*** expiring, ***May 5, 2016*** or *upon completion of the Scopes of the Project* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the

Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner.**

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner,** after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer,** conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the

Engineer for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a

request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project,** or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment.**

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the

Engineer and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper

execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and

specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records,

correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment

being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the

Owner that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E,** if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner,** it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
302 W. University Drive	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 83
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A – Scope of Services to be provided by the Owner
EXHIBIT B – Scope of Services to be provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Contract Rates
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **County** in the development of the **Project**.

The **County** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin.

2) Payment for work performed by the Engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

5) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

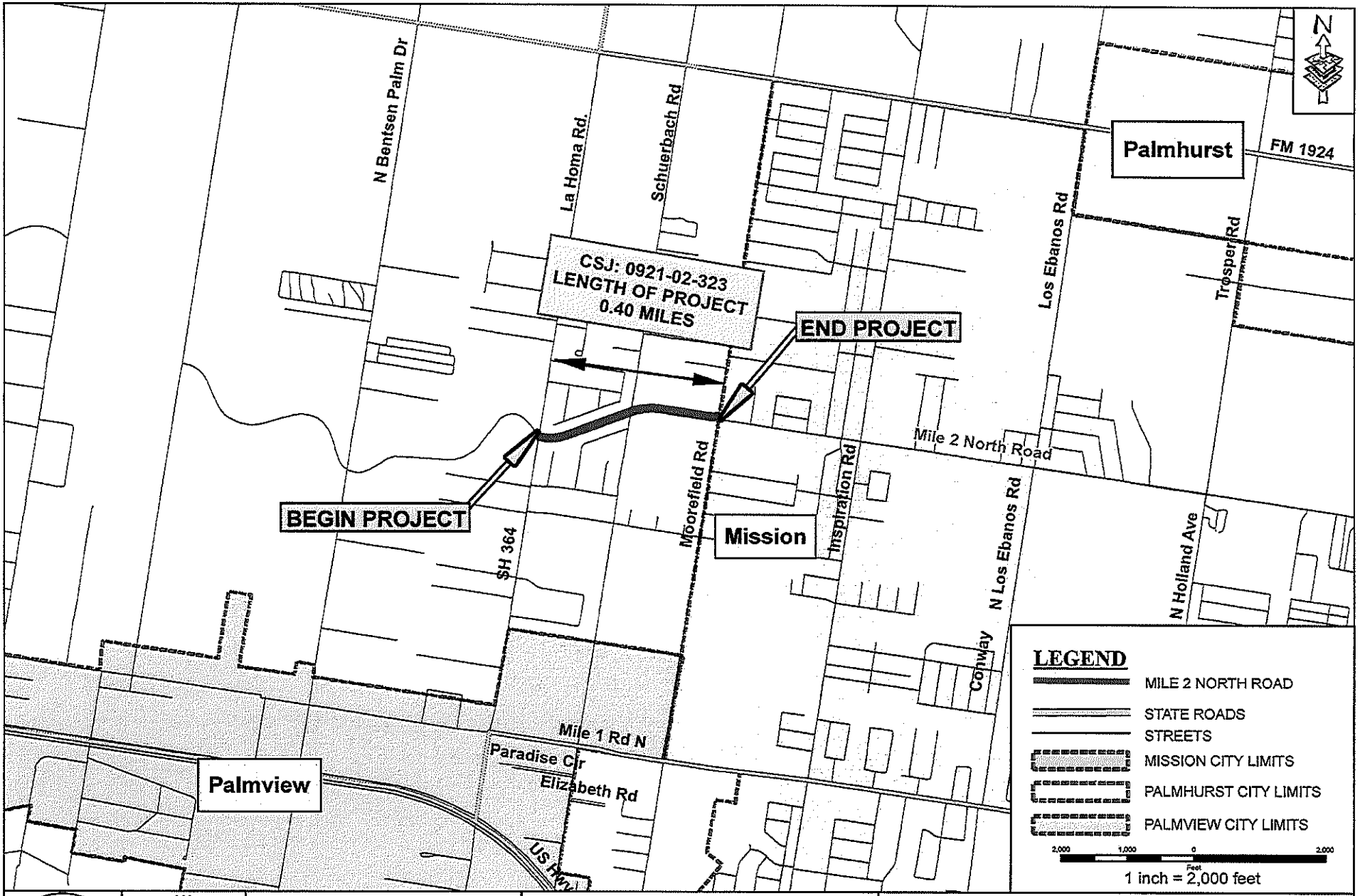
6) Attend pre-construction conferences coordinated and conducted by the Engineer.

7) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor.

8) Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

EXHIBIT B

-Scope of Services to be provided by the Engineer



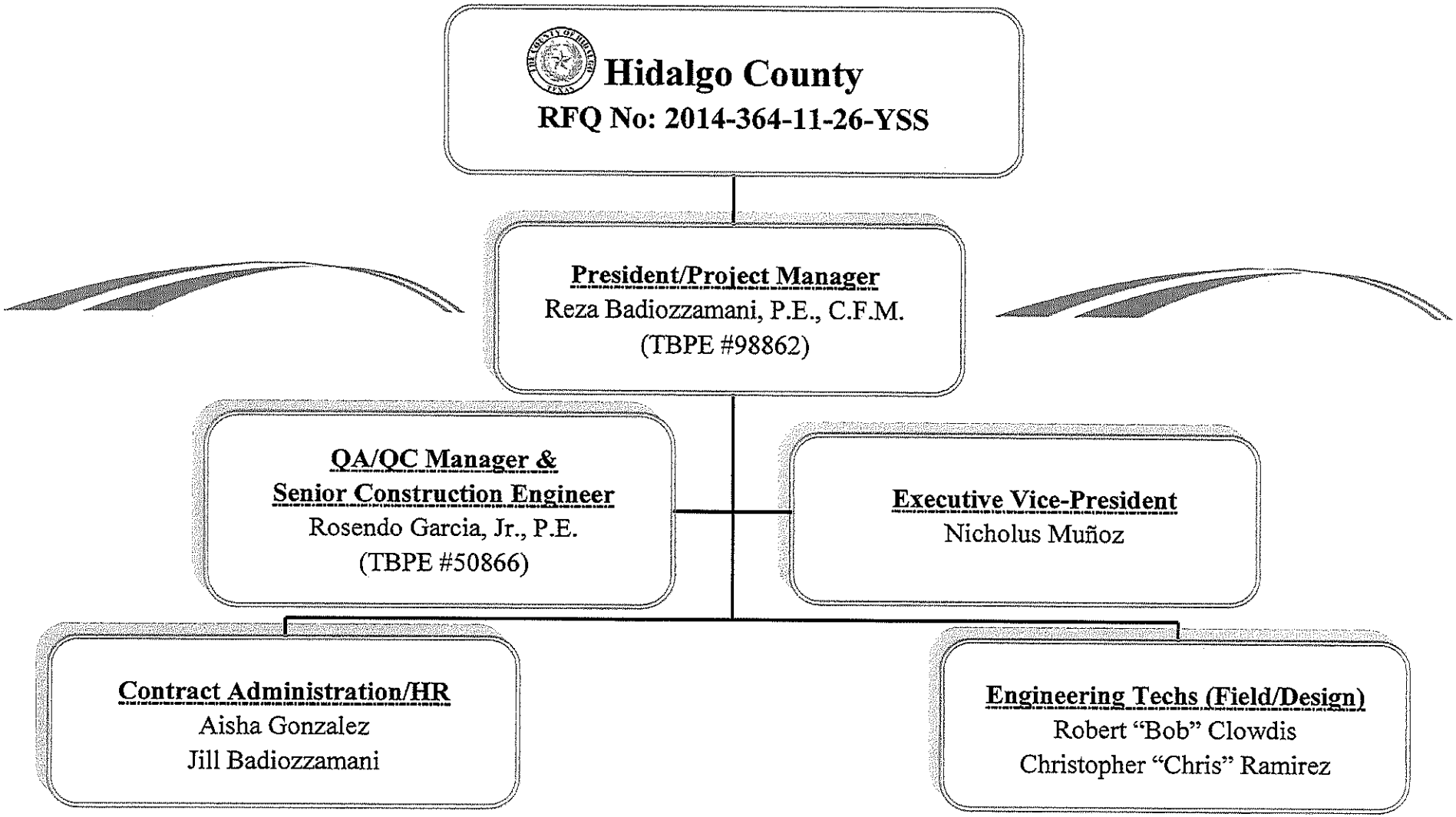
L&G Engineering
Transportation Consulting Engineers

MILE 2 NORTH ROAD PROJECT LOCATION MAP

APPROX. LENGTH: 0.60 MILES

CSJ: 0921-02-323 - FROM LA HOMA RD TO MOOREFILED RD APPROX. LENGTH: 0.60 MILES

Document Path: G:\EA MAPS\Mile 2 Lahoma-Conway\2015\Mile2N_LOCATION LA HOMA TO MOOREFILED.mxd



B2Z ENGINEERING
P.O. Box 2724, McAllen, TX 78502
www.B2ZEng.com

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: _____

Project/Description: Construction Management Services, Construction Inspection and Construction Material Testing for the Mile 2 North Roadway Reconstruction Project

Length: 0.60 Miles

Highway: Mile 2 North

Limits: from SH 364 (La Homa) to Moorefield Road

PROJECT CLASSIFICATION

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
X New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

N/A N/A **Construction Bidding:**

1) The ~~ENGINEER~~ will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ~~ENGINEER~~ will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

COMPLETED BY THE COUNTY

YES NO **Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (as required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

YES NO **Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

   c) Verify the concrete and asphalt design to assure it is in accordance with TxDOT specifications to be developed by the contractor.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) Final Acceptance. Following the completion of construction by the Contractor, the Engineer will provide the services required for the final inspection and recommendation for project acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specification. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed) and furnish to the county three sets (3) of prints of the as-built drawings.

YES NO **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing. The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

Exhibit "B"
Scope of Services
Services to be Provided by the Engineer

General Project Information

B2Z, through this scope of services, shall provide Assistant Project Management Activities w/ Respect to Laboratory Operations. The scope of said services is anticipated to be geared towards Construction Material Testing & Geotechnical Engineering Oversight for the Mile 2 roadway improvement project from SH 364 (La Homa) to Moorefield Rd. in Hidalgo County, hereinafter denoted as the **Project.**

B2Z shall provide all engineering services as noted under this scope of services for the **Engineer.** **B2Z** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

B2Z shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer.**

Specific activities to be performed by **B2Z** include the following:

Task 1 – Field Visits & Record Audits (Bi-Monthly)

Field Visits:
B2Z will conduct field visits on the **Project** to assure that acceptable tolerance limits specified for the following materials are being met in accordance with TxDOT requirements (this may include verification testing):

- Embankment, Existing Subgrade, Flexible Base
- Asphalt Concrete Pavement (ACP)
- Concrete (Structural & Non-Structural)

Record Audits:
B2Z will perform random audits of the **Engineer's** records to ensure that full documentation exists for accepting all materials on the job. These may include but not be limited to the following:

- Documentation required to support payment of "Material on Hand" requests
- Material Certifications received from manufactures (i.e. pipes, boxes, etc.)
- Verification that materials received on the **Project** are from TxDOT Approved Sources
- Ensure that all material sourcing documents are available for all materials brought to the **Project**
- All required tests on structural concrete components have either been performed or are originated from TxDOT approved sources (Quality Monitoring Program)
- Review of Mix Designs Certifications and Batching Reports for ACP & Concrete
- Ensure that all failing test reports are documented and retested in accordance with ASTM and/or TxDOT testing procedures

Task 2 – Assist in Construction Related Issues (Geotechnical & Structural)

B2Z will provide necessary guidance to the **Engineer** on all construction related issues having to do with the following:

- Stabilization of in situ materials (i.e. lime stabilization of subgrade, high P.I. materials, etc.)
- Ensure appropriate concrete mix design for construction of siphons on the **Project**
- Verify adequate foundation material at the location of the box placement prior to installation of bedding material

B2Z will assist in the review and processing of any Request for Information (RFI) documents related to Geotechnical and/or Structural issues.

Task 3 – Coordination & Compliance w/ Respect to Specifications Between Field Related Activities & Lab Techs

B2Z will assure that all field test results are within acceptable tolerances of the **Project's** specifications prior to acceptance. The Engineer will also conduct random field and laboratory visits to ensure that all testing procedures are being done in accordance with the governing specifications.

B2Z will work with the **Engineer's** field representative to ensure that all testing is ordered in accordance with 2010 TxDOT's Guide for Testing Frequencies (i.e. appropriate number of tests for the amount of material installed).

Task 4 – Quality Assurance & Quality Control of Lab Testing Procedures, Reports & Frequencies (Field & Laboratory)

B2Z will ensure compliance with the **Engineers** in-house QA/QC manual. The various aspects of QA/QC include, but are not limited to the following:

- Provide frequent verification with the materials (i.e. flex base) that it is originating from an approved stock pile
- Provide visits to concrete/asphalt plants to assure materials that are being used for structural concrete and ACP are what has been submitted with the certification documents
- **B2Z** will provide monthly reports on the QA/QC review of all test reports conducted on the **Project**

Task 5 – Meetings / Coordination / Management Oversight

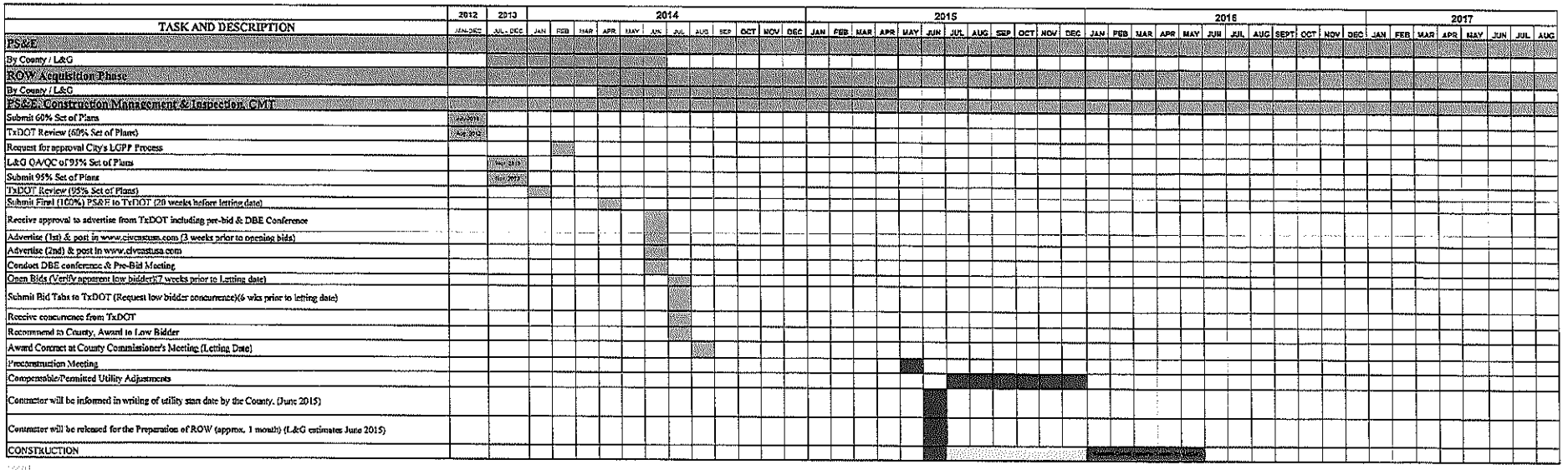
B2Z will attend and participate in all construction meetings with the **Engineer** on the **Project**. **B2Z** will provide guidance for material related concerns to minimize construction delays and/or issues. **B2Z** will continuously coordinate with the **Engineer** and report any non-compliance issues that may arise during the course of the construction phase of the **Project**.

EXHIBIT C

-Engineer Contract Rates

PROJECT: Mile 2 North
Limits: La Homa (SH 364) to Moorefield Rd
CSJ: 0921-02-323
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE



Note: Contract Time will resume after remainder of Utility Delay Period (Combined - Max 120 Days) has been exhausted.

EXHIBIT D

CONTRACT RATES

EXHIBIT "D"
CONTRACT RATES

L&G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2013

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 14 -16
Principal	$ -	$ -
Senior Project Manager	$ 68.00	$ 211.81
Engineer (V) - Senior Engineer	$ 58.00	$ 180.66
Senior Environmental Scientist/Specialist	$ 49.00	$ 152.63
Engineer (III) - Project Engineer	$ 43.00	$ 133.94
Engineering Lab Manager	$ 34.00	$ 105.91
Senior Engineer Tech	$ 30.00	$ 93.45
Project Inspector (V)	$ 28.00	$ 87.22
Record Keeper	$ 27.00	$ 84.10
Project Inspector (I)	$ 22.00	$ 68.53
CADD Operator / GIS Analyst	$ 22.00	$ 68.53
Admin/Clerical	$ 20.00	$ 62.30
Soil & AggregateTechnician	$ 17.00	$ 52.95
Concrete Technician	$ 17.00	$ 52.95
Asphalt Technician	$ 17.00	$ 52.95
Negotiated Overhead Rate: **178.12%** Negotiated Profit Rate: **12.00%** Multiplier: **3.1149**	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Other Direct Expenses:	**Cost**	
Lodging	$85/night	
Meals	$36/day	
Mileage	$0.55/mile	
Car Rental	$50.00/day	
8 1/2" X 11" copies	$1.00/sheet	
11" X 17" copies	$1.50/sheet	
Overnight Mail - Letter Size	$15.00/Each	
Overnight Mail - Oversized Box	$38.00/Each	

CONSTRUCTION MATERIAL TESTING SERVICES

Soils Testing

Moisture Content Determination	ASTM D 2216 - Tex-103-E	$9.00/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$47.70/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$47.70/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$68.90/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$68.90/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$68.90/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$68.90/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$344.50Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$174.90/Ea.
Standard Proctor	ASTM D 698	$169.60/Ea.
Modified Proctor	ASTM D 1557	$174.90/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$26.50/Ea.
Determination of Soil pH	Tex-128-E	$74.20/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$371.00/Ea.
Resistivity of Soils	Tex-129-E	$90.10/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$165.00/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$370.00/Ea.

Coarse and Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieve)	ASTM C 136 - Tex-200-F	$68.90/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$68.90/Ea.
Sieve Analysis (Concrete Aggr.)(5 Sieve)	Tex-401-A	$68.90/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$12.75/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$42.40/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$42.40/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$10.60/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$42.40/Ea.
Specific Gravity/Absorp. (Concrete Aggr)	ASTM C 127 - Tex-403-A	$56.00/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$275.00/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$400.00/Ea.
SSD Unit Weight of Aggregates	ASTM C 29 - Tex-404-A	$63.60/Ea.
Percent Voids/Solids in Conc. Aggr. ***(In Conjunction w/ SSD Unit Wt of Aggregates)**	Tex-405-A	*$15.90/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	$79.50/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.50/Ea.
Organic Impurities (Fine Aggr.)	ASTM C 87 - Tex -408-A	$35.00/Ea.
Fineness Modulus (Fine Aggr.)	Tex-402-A	$15.90/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$63.60/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$61.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$79.50/Ea.

Pavement Testing (Mix and Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$95.40/Ea.
Asphalt Content	Tex-236-F	$95.40/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$116.60/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$84.80/Ea.
Indirect Tensile Strength Test	Tex-226-F	$636.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.90/Ea.
Lab Molded Density (Bulk SPG)	Tex-207-F	$84.80/Ea.
Hamburg Wheel Tracker	Tex-242-F	$955.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$58.30/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$58.30/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$68.90/Set
In-Place Air Voids	Tex-207-F	$26.50/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$95.40/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$190.80/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$ 37.10/Ea.
Segregation Profile	Tex-207-F (Part V)	$320.00/Ea.
Joint Density	Tex-207-F (Part VII)	$320.00/Ea.
Tack Coat Adhesion	Tex-243-F	$105.00/Ea.
Thermal Profile	Tex-244-F	$ 60.00/Ea.
Ride Quality	Tex-1001-S	**$ At Cost**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index — $425.00/Ea.

Concrete and Masonry Field and Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge*
Slump Test	ASTM C 143 - Tex-415-A	No Charge*
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$26.50/Ea.
Air Content (Volumetric)	ASTM C 173	$37.10/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge*
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$10.60/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.90/Ea.
~Total Cost Per Cyliner =		$26.50/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge*
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$31.80/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge*
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$31.80/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$212.00/Set
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$212.00/Set

***(In Conjunction w/ Field Inspection)**

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$21.20/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$15.90/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$21.20/Ea.

Exhibit "D" – Contract Rates

Engineering Review, Evaluation, Management & Administration

Test Report.....$20.00/Ea.

The specific hourly rate within each classification listed under Direct Labor depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

A Project Administrative Fee will be assessed on a per invoice basis equal to 15% fixed fee adjustment. This Project Administrative Fee includes engineering review, oversight, evaluation, management and administration.

Expenses:

Mileage.....0.55 cents/mile

All other project specific, third-party costs will be charged at cost plus 15 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT "D"

Fee Schedule / Contract Rates

B2Z ENGINEERING

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15-17
Principal	$ 65.00	$ 178.36
Senior Project Manager	$ 64.00	$ 175.62
Project Manager	$ 55.00	$ 150.92
Senior Construction Engineer	$ 55.00	$ 150.92
Project Engineer	$ 43.00	$ 117.99
Design Engineer	$ 38.00	$ 104.27
EIT	$ 29.00	$ 79.58
Senior Engineer Tech	$ 26.00	$ 71.34
Engineering Field Tech	$ 24.00	$ 65.86
CADD Operator	$ 21.00	$ 57.62
Senior Biologist	N/A	
Biologist	$ 16.00	$ 43.90
Senior Geologist	N/A	
Geologist	N/A	
Senior Environmental Scientist/Specialist	$ 43.00	$ 117.99
Environmental Secientist/ Specialist	$ 25.00	$ 68.60
Admin/Clerical	$ 18.00	$ 49.39

Overhead Rate*: 145.00%
Profit Rate: 12.00%

Contract Rates include labor, overhead, and profit.
Contract Rates to be used to derive lump sum totals.
All rates are negotiated rates and are not subject to change or adjustment.

*** = Overhead Rate is estimated based on industry average and not an Audited Overhead Rate.**

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$50.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

EXHIBIT E

WORK AUTHORIZATION

EXHIBIT E

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-14-378-11-18

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____ ***, 2015.***

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT F

SUPPLEMENTAL WORK AUTHORIZATION

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-00-000-00-00

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, Professional Engineers of, Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ concerning engineering _____services for_____, (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article of the **Agreement**, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the Owner and the Engineer; and,

WHEREAS, it has become necessary to amend the Agreement to:

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. ___ to the Agreement for Professional Services to be executed as of the ___ day of _____.

THE ENGINEER:

L&G ENGINEERING LABORATORY

BY:_____
Jacinto Garza, P.E., President/CEO

THE OWNER:

HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY:_____
Steve L. Crain

ATTEST:

BY:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit B-1 – Scope of Work
Exhibit C-1 – Work Schedule
Exhibit D-1 – Cost Proposal

DRAFT

EXHIBIT G

CERTIFICATE OF INSURANCE

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Company	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 9/2/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME: PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246 E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com
INSURED LEG CONSULTING ENGINEERS, INC DBA LEG ENGINEERING 2100 W EXPRESSWAY 83 MERCEDES TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A: TRUCK INSURANCE EXCHANGE — 21709 INSURER B: FARMERS INSURANCE EXCHANGE — 21652 INSURER C: MID CENTURY INSURANCE COMPANY — 21687 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS	Y	Y	605850941	07/19/2014	07/19/2015	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-14-364-05-05

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L & G Consulting Engineers Inc.** d/b/a **L & G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **Construction Management, Construction Inspection Services and Construction Material Testing** for the **"Mile 2 North Reconstruction (from SH 364 (La Homa) to Moorefield Road"** project for **Hidalgo County Precinct No. 3** hereinafter referred to as the **"Project".**

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement and the Engineer will provide those services as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement is for a period of **one (1) year,** commencing, ***May 5, 2015,*** expiring, ***May 5, 2016*** or *upon completion of the Scopes of the Project* (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer,** followed by written confirmation from the **Owner** to the

Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written

notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to

date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services.*** For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the

Engineer for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner.**

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project.**

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a

request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those

previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the

Engineer and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and

authorization to proceed is granted by the **Owner.** The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner,** if a decision is subsequently made by the **Owner,** which for proper

execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents.**

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner,** and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and

specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner.** For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records,

correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment

being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner.** The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from

errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the

Owner that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a

Project with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and

required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project.** Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or

death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law **("Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to***

the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agre+es to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from,

or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
302 W. University Drive	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 83
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2015.

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A – Scope of Services to be provided by the Owner
EXHIBIT B – Scope of Services to be provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Contract Rates
EXHIBIT E – Sample Work Authorization Form
EXHIBIT F – Sample Supplemental Agreement Form
EXHIBIT G – Certificate of Insurance (*Hidalgo County)*

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

SERVICES TO BE PROVIDED BY THE OWNER

The following provides an outline of the services to be provided by the **County** in the development of the **Project.**

The **County** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin.

2) Payment for work performed by the Engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

5) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

6) Attend pre-construction conferences coordinated and conducted by the Engineer.

7) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor.

8) Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

EXHIBIT B

-Scope of Services to be provided by the Engineer

PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

County/City: Hidalgo County

Control: _____

Project/Description: Construction Management Services, Construction Inspection and Construction Material Testing for the Mile 2 North Roadway Reconstruction Project

Length: 0.60 Miles

Highway: Mile 2 North

Limits: from SH 364 (La Homa) to Moorefield Road

PROJECT CLASSIFICATION

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
X New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

NOTES

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation.

COUNTY shall mean the Hidalgo County.

CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER COUNTY

YES NO **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

N/A N/A **Construction Bidding:**

1) The ~~ENGINEER~~ will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ~~ENGINEER~~ will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

COMPLETED BY THE COUNTY

YES NO **Construction Contract Administration and Inspection:**

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (as required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

YES NO **Miscellaneous Technical Activities:**

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

   c) Verify the concrete and asphalt design to assure it is in accordance with TxDOT specifications to be developed by the contractor.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) Final Acceptance. Following the completion of construction by the Contractor, the Engineer will provide the services required for the final inspection and recommendation for project acceptance. This will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specification. The Engineer will also review and approve all as-built drawings (to show the work as actually constructed) and furnish to the county three sets (3) of prints of the as-built drawings.

YES NO **CONSTRUCTION MATERIAL TESTING:**

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing. The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) Concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).

Exhibit "B"
Scope of Services
Services to be Provided by the Engineer

General Project Information

B2Z, through this scope of services, shall provide Assistant Project Management Activities w/ Respect to Laboratory Operations. The scope of said services is anticipated to be geared towards Construction Material Testing & Geotechnical Engineering Oversight for the Mile 2 roadway improvement project from SH 364 (La Homa) to Moorefield Rd. in Hidalgo County, hereinafter denoted as the **Project.**

B2Z shall provide all engineering services as noted under this scope of services for the **Engineer.** **B2Z** shall maintain a direct line of communication and coordinate with the **Engineer** throughout the project.

B2Z shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required, except as otherwise specified to be provided by the **Engineer.**

Specific activities to be performed by **B2Z** include the following:

Task 1 – Field Visits & Record Audits (Bi-Monthly)

Field Visits:
B2Z will conduct field visits on the **Project** to assure that acceptable tolerance limits specified for the following materials are being met in accordance with TxDOT requirements (this may include verification testing):

- Embankment, Existing Subgrade, Flexible Base
- Asphalt Concrete Pavement (ACP)
- Concrete (Structural & Non-Structural)

Record Audits:
B2Z will perform random audits of the **Engineer's** records to ensure that full documentation exists for accepting all materials on the job. These may include but not be limited to the following:

- Documentation required to support payment of "Material on Hand" requests
- Material Certifications received from manufactures (i.e. pipes, boxes, etc.)
- Verification that materials received on the **Project** are from TxDOT Approved Sources
- Ensure that all material sourcing documents are available for all materials brought to the **Project**
- All required tests on structural concrete components have either been performed or are originated from TxDOT approved sources (Quality Monitoring Program)
- Review of Mix Designs Certifications and Batching Reports for ACP & Concrete
- Ensure that all failing test reports are documented and retested in accordance with ASTM and/or TxDOT testing procedures

Task 2 – Assist in Construction Related Issues (Geotechnical & Structural)

B2Z will provide necessary guidance to the **Engineer** on all construction related issues having to do with the following:

- Stabilization of in situ materials (i.e. lime stabilization of subgrade, high P.I. materials, etc.)
- Ensure appropriate concrete mix design for construction of siphons on the **Project**
- Verify adequate foundation material at the location of the box placement prior to installation of bedding material

B2Z will assist in the review and processing of any Request for Information (RFI) documents related to Geotechnical and/or Structural issues.

Task 3 – Coordination & Compliance w/ Respect to Specifications Between Field Related Activities & Lab Techs

B2Z will assure that all field test results are within acceptable tolerances of the **Project's** specifications prior to acceptance. The Engineer will also conduct random field and laboratory visits to ensure that all testing procedures are being done in accordance with the governing specifications.

B2Z will work with the **Engineer's** field representative to ensure that all testing is ordered in accordance with 2010 TxDOT's Guide for Testing Frequencies (i.e. appropriate number of tests for the amount of material installed).

Task 4 – Quality Assurance & Quality Control of Lab Testing Procedures, Reports & Frequencies (Field & Laboratory)

B2Z will ensure compliance with the **Engineers** in-house QA/QC manual. The various aspects of QA/QC include, but are not limited to the following:

- Provide frequent verification with the materials (i.e. flex base) that it is originating from an approved stock pile
- Provide visits to concrete/asphalt plants to assure materials that are being used for structural concrete and ACP are what has been submitted with the certification documents
- **B2Z** will provide monthly reports on the QA/QC review of all test reports conducted on the **Project**

Task 5 – Meetings / Coordination / Management Oversight

B2Z will attend and participate in all construction meetings with the **Engineer** on the **Project**. **B2Z** will provide guidance for material related concerns to minimize construction delays and/or issues. **B2Z** will continuously coordinate with the **Engineer** and report any non-compliance issues that may arise during the course of the construction phase of the **Project**.

EXHIBIT C

-Engineer Contract Rates

PROJECT: Mile 2 North
Limits: La Homa (SH 364) to Mcorefield Rd
CSJ: 0921-02-323
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

TASK AND DESCRIPTION	2012	2013	2014											2015											2016											2017							
	AWARDED	JUL - DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
PS&E																																												
By County / L&G																																												
ROW Acquisition Phase																																												
By County / L&G																																												
PS&E, Construction Management & Inspection, CMI																																												
Submit 60% Set of Plans	[illegible]																																											
TxDOT Review (60% Set of Plans)	[illegible]																																											
Request for approval City's LGPP Process																																												
L&G QA/QC of 95% Set of Plans		[illegible]																																										
Submit 95% Set of Plans		[illegible]																																										
TxDOT Review (95% Set of Plans)																																												
Submit Final (100%) PS&E to TxDOT (20 weeks before letting date)																																											
Receive approval to advertise from TxDOT including pre-bid & DBE Conference																																												
Advertise (1st) & post in www.civcastusa.com (3 weeks prior to opening bids)																																												
Advertise (2nd) & post in www.civcastusa.com																																												
Conduct DBE conference & Pre-Bid Meeting																																												
Open Bids (Verify apparent low bidder)(7 weeks prior to Letting date)																																												
Submit Bid Tabs to TxDOT (Request low bidder concurrence)(6 wks prior to letting date)																																												
Receive concurrence from TxDOT																																												
Recommend to County, Award to Low Bidder																																												
Award Contract at County Commissioner's Meeting (Letting Date)																																												
Preconstruction Meeting																																												
Compensable/Permitted Utility Adjustments																																												
Contractor will be informed in writing of utility start date by the County. (June 2015)																																												
Contractor will be released for the Preparation of ROW (approx. 1 month) (L&G estimates June 2015)																																												
CONSTRUCTION																																												

Note: Contract Time will resume after remainder of Utility Delay Period (Combined - Max 120 Days) has been exhausted.

EXHIBIT D

CONTRACT RATES

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2013

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 14 -16
Principal	$ -	$ -
Senior Project Manager	$ 68.00	$ 211.81
Engineer (V) - Senior Engineer	$ 58.00	$ 180.66
Senior Environmental Sclentist/Specialist	$ 49.00	$ 152.63
Engineer (III) - Project Engineer	$ 43.00	$ 133.94
Engineering Lab Manager	$ 34.00	$ 105.91
Senior Engineer Tech	$ 30.00	$ 93.45
Project Inspector (V)	$ 28.00	$ 87.22
Record Keeper	$ 27.00	$ 84.10
Project Inspector (I)	$ 22.00	$ 68.53
CADD Operator / GIS Analyst	$ 22.00	$ 68.53
Admin/Clerical	$ 20.00	$ 62.30
Soil & AggregateTechnician	$ 17.00	$ 52.95
Concrete Technician	$ 17.00	$ 52.95
Asphalt Technician	$ 17.00	$ 52.95
Negotiated Overhead Rate: **178.12%** Negotiated Profit Rate: **12.00%** Multiplier: **3.1149**	Contract Rates include labor, overhead, and profit. All rates are negotiated rates and are not subject to change or adjustment.	

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$50.00/day
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$38.00/Each

CONSTRUCTION MATERIAL TESTING SERVICES

Soils Testing

Moisture Content Determination	ASTM D 2216 - Tex-103-E	$9.00/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$47.70/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$47.70/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$68.90/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$68.90/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$68.90/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$68.90/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$344.50Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$174.90/Ea.
Standard Proctor	ASTM D 698	$169.60/Ea.
Modified Proctor	ASTM D 1557	$174.90/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$26.50/Ea.
Determination of Soil pH	Tex-128-E	$74.20/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$371.00/Ea.
Resistivity of Soils	Tex-129-E	$90.10/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$165.00/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$370.00/Ea.

Coarse and Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieve)	ASTM C 136 - Tex-200-F	$68.90/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$68.90/Ea.
Sieve Analysis (Concrete Aggr.)(5 Sieve)	Tex-401-A	$68.90/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$12.75/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$42.40/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$42.40/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$10.60/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$42.40/Ea.
Specific Gravity/Absorp. (Concrete Aggr)	ASTM C 127 - Tex-403-A	$56.00/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$275.00/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$400.00/Ea.
SSD Unit Weight of Aggregates	ASTM C 29 - Tex-404-A	$63.60/Ea.
Percent Voids/Solids in Conc. Aggr. ***(In Conjunction w/ SSD Unit Wt of Aggregates)**	Tex-405-A	*$15.90/Ea.
Sand Equivalent	ASTM D 2419 - Tex-203-F	$79.50/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.50/Ea.
Organic Impurities (Fine Aggr.)	ASTM C 87 - Tex -408-A	$35.00/Ea.
Fineness Modulus (Fine Aggr.)	Tex-402-A	$15.90/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$63.60/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$61.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$79.50/Ea.

Pavement Testing (Mix and Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$95.40/Ea.
Asphalt Content	Tex-236-F	$95.40/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$116.60/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$84.80/Ea.
Indirect Tensile Strength Test	Tex-226-F	$636.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.90/Ea.
Lab Molded Density (Bulk SPG)	Tex-207-F	$84.80/Ea.
Hamburg Wheel Tracker	Tex-242-F	$955.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$58.30/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$58.30/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$68.90/Set
In-Place Air Voids	Tex-207-F	$26.50/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$95.40/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$190.80/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$ 37.10/Ea.
Segregation Profile	Tex-207-F (Part V)	$320.00/Ea.
Joint Density	Tex-207-F (Part VII)	$320.00/Ea.
Tack Coat Adhesion	Tex-243-F	$105.00/Ea.
Thermal Profile	Tex-244-F	$ 60.00/Ea.
Ride Quality	Tex-1001-S	**$ At Cost**
Pavement Investigation (All Inclusive – QA Verification Field Sample) ~ Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index		$425.00/Ea.

Concrete and Masonry Field and Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge*
Slump Test	ASTM C 143 - Tex-415-A	No Charge*
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$26.50/Ea.
Air Content (Volumetric)	ASTM C 173	$37.10/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge*
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$10.60/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.90/Ea.
~Total Cost Per Cyliner =		$26.50/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge*
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$31.80/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge*
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$31.80/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$212.00/Set
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$212.00/Set

***(In Conjunction w/ Field Inspection)**

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$21.20/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$15.90/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$21.20/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report.....$20.00/Ea.

The specific hourly rate within each classification listed under Direct Labor depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

A Project Administrative Fee will be assessed on a per invoice basis equal to 15% fixed fee adjustment. This Project Administrative Fee includes engineering review, oversight, evaluation, management and administration.

Expenses:

Mileage.....0.55 cents/mile

All other project specific, third-party costs will be charged at cost plus 15 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

EXHIBIT E

WORK AUTHORIZATION

EXHIBIT E

-Work Authorization Form

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-14-378-11-18

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the "engineering services" to provide_____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015.

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT F

SUPPLEMENTAL WORK AUTHORIZATION

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

C-00-000-00-00

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and L&G Engineering Laboratory, Professional Engineers of, Mercedes, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ concerning engineering _____services for_____, (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article of the **Agreement**, (Supplemental Agreements), establishes that the terms of the Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the Termination Date identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the Engineer, and/or (3) for any other reason agreeable to the Owner and the Engineer; and,

WHEREAS, it has become necessary to amend the Agreement to:

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement No. ___ to the Agreement for Professional Services to be executed as of the ___ day of _____.

THE ENGINEER:

L&G ENGINEERING LABORATORY

BY:_____
Jacinto Garza, P.E., President/CEO

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY:_____
Steve L. Crain

THE OWNER:

HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

BY:_____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

Exhibit B-1 – Scope of Work
Exhibit C-1 – Work Schedule
Exhibit D-1 – Cost Proposal

DRAFT

EXHIBIT G

CERTIFICATE OF INSURANCE

Exhibit G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED L&G Consulting Engineers, Inc. 2100 W. Expressway 83 Mercedes TX 78570	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Company	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Ref: Professional Engineering Services. Hidalgo County is named as additional insured on General Liability & Automobile and is provided with 30 days notice of cancellation and waiver of subrogation on General Liability, Automobile & Workers Compensation as required by written contract. Policies are primary/non-contributory when required by written contract.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/2/2014

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
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES TX 78570

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS	Y	Y	605950941	07/19/2014	07/19/2015	PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

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

AUTHORIZED REPRESENTATIVE

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Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Mile 2 - Construction Management Contract

From : Steve Crain <scrain@atlashall.com> Mon, May 04, 2015 05:01 PM
Subject : RE: Mile 2 - Construction Management Contract 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

If so the agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, May 04, 2015 4:50 PM
To: Steve Crain
Subject: Re: Mile 2 - Construction Management Contract

Yes. The services were not under the original contract.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, May 4, 2015 4:29:18 PM
Subject: RE: Mile 2 - Construction Management Contract

Did you check the language in the Whereas clause and the tasks specified in Exhibit B against the tasks specified in the previous agreement?

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, May 04, 2015 4:12 PM
To: Steve Crain
Cc: Martha Salazar
Subject: Re: Mile 2 - Construction Management Contract

AI-49533 **Purchasing Department** **15. F. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #4

Information

CAPTION

A. Acceptance and approval of Change Order No. 6 for additional 38 days due to adverse weather for Contract No. C-14-067-06-03 with JCon Construction, LLC as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of the Linn-San Manuel Emergency Services Facilities" with authority for County Judge, or Court Member to execute document.

B. Acceptance and approval of request for payment of invoice 15-4-000012 submitted by L&G Engineering Laboratory for the Linn San Manuel Facility (PO# 713423).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

PO# 713423 -L&G ENGINEERING

FISCAL YEAR: 2015 ACCT. #: 5-1301-419-40-124-136-0-730

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

BUDGETARY IMPACT:

PO#712761

Change order has no fiscal impact.

Attachments

Inv 15-4-000012 from L&G Eng

Change Order No. 6 -JCon -Pct4 Linn San Manuel Emerg Svcs Fac

---

Form Review

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

Purchasing Department	Marty Salazar	05/01/2015 09:33 AM
Budget & Management	Veronica Ortiz	05/01/2015 09:44 AM
Glinda Pacheco	Glinda Pacheco	05/01/2015 10:06 AM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM

Form Started By: Moises Salazar Started On: 04/30/2015 02:43 PM

Final Approval Date: 05/01/2015

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

April 23, 2015

Commissioner Joseph Palacios
Attn: Maria "LuLu" Lucio
Hidalgo County, Pct. #4
1102 N. Doolittle Rd.
Edinburg, Texas 78539

RE: Linn San Manuel Facility

Dear Ms. Lucio:

Included for your use with this letter are test reports **R049 & R050** for **Construction Material Testing** performed on the above referenced project. Unless otherwise noted, all test results meet or exceed requirements.

L&G Engineering Laboratory appreciates the opportunity to serve your material testing needs on this project and we look forward to working with you in the future.

If you have any questions, feel free to contact me at 956-565-0760.

Sincerely,

Ricardo A. Gil
General Manager

Attachments

CC: JCON Construction, LLC, Mr. Juan Jose Pena Jr.

RECEIVED
APR 2015
BY:

2100 W. Expressway 83 • Mercedes, TX 78570 • Office: (956) 565-0760 • Fax: (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office: (956) 583-7117 • Fax: (956) 583-7116

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

FIELD DENSITIES TEST REPORT

Project Description: Linn San Manuel Facility
Client: Hidalgo County Pct. #4
Contractor: JCON Construction, LLC

L&G Project Number: L1301404
L&G Report Number: R049
Sample Date: 03/27/2015
Date Reported: 03/27/2015

Client PO: 713423

Specification No.	Specification Required % Proctor	Moisture Tolerance Minimum	Moisture Tolerance Maximum
1	98	12.7	15.7
2	98	16.0	20.0

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
BASE MD3	14.7	113.3

Material Description Base Material

Test No.	Test Location	Proctor No	Spec. No.	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	150ft S of Rd. 186 Entrance E. side of drive 1st Lift	BASE MD3	1	**14.6%**	**118.8 pcf**	**104.9% (Pass)**	**4"**
2	50ft S of Rd 186 Entrance E. Side of drive 1st Lift	BASE MD3	1	**14.6%**	**114.2 pcf**	**100.8% (Pass)**	**4"**
3	50ft S of Rd 186 Entrance W. Side of drive 1st Lift	BASE MD3	1	**15.0%**	**113.8 pcf**	**100.4% (Pass)**	**4"**
4	150ft S of Rd 186 Entrance W. Side of drive 1st Lift	BASE MD3	1	**15.7%**	**114.1 pcf**	**100.7% (Pass)**	**4"**
5	10ft S x 35ft E from NW Corner 1st Lift	BASE MD3	1	**14.2%**	**113.1 pcf**	**99.8% (Pass)**	**4"**
6	30ft S 70ft E of NW Corner 1st Lift	BASE MD3	1	**12.3%**	**115.6 pcf**	**102.0% (Fail)**	**4"**
7	10ft N x 30ft W from SE Corner 1st Lift	BASE MD3	1	**14.4%**	**116.4 pcf**	**102.7% (Pass)**	**4"**
8	10ft s x 35ft E from NW Corner 1st Lift	BASE MD3	1	**14.3%**	**115.6 pcf**	**102.0% (Pass)**	**4"**

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4) (Edinburg, TX) Attn: Raul Sesin (1-cc copy)
1-cc JCON Construction, LLC Attn: Juan Jose Pena Jr.
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

Celia Almaguer

From: Maria Lucio [maria.lucio@co.hidalgo.tx.us]
Sent: Thursday, March 26, 2015 2:30 PM
To: Rick Gil; Celia Almaguer
Cc: Jesus Ozuna; Hector Rene Garcia; J-Con Commercial Construction& Management; Domingo Desiga
Subject: Fwd: Linn-SanManuel Parking Lot

Importance: High

Good Afternoon,

R049

As per your on call contract C-13-220-08-13 (Work Authorization #6 Linn San Manuel Emergency Service Facility), we would like to request the following:

1. Re-test compaction/density for asphalt paving flexible base at north side of the building.

Please begin testing Friday, March 27, 2015 at 2:00 p.m. A representative from the Precinct and Contractor will be there. Should you have any questions or need anything else please let me know. Thank you, have a great day!

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
To: "Lulu Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Thursday, March 26, 2015 2:24:27 PM
Subject: Fwd: Linn-SanManuel Parking Lot

Lulu,

Please send a directive to L&G labs for the request below from JCON. Thanks

Jesse

Sent from my iPhone

Begin forwarded message:

> **From:** domingo <domingo@jconconstruction.com>
> **Date:** March 26, 2015 at 2:01:55 PM CDT
> **To:** Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117
3388 US Hwy 277 Carrizo Springs, TX (888) 565-9813

REPORT OF SITE VISIT
TEST REPORT

Project Description: Linn San Manuel Facility
Client: Hidalgo County Pct. #4
Contractor: JCON Construction, LLC

L&G Project Number: L1301404
L&G Report Number: R050
Sample Date: 04/17/2015
Date Reported: 04/17/2015

Client PO: 713423

On April 17, 2015, a representative of L&G Engineering Laboratory was dispatched to Linn San Manuel to perform inspection on the placement of ready-mixed concrete on Curb & Sidewalk.

Specimen Number 6 was obtained and tested at 9:10 AM, and the following were determined:

Concrete Temp:	85°f	N/A (Specification)	**Entrapped/Entrained Air Content:**	1.7%	N/A (Specification)
Ambient Temp:	76°f	N/A (Specification)	**Slump:**	3 inches	N/A (Specification)

From Specimen Number 6, a total of 4-6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

Specimen Number 7 was obtained and tested at 10:15 AM, and the following were determined:

Concrete Temp:	87°f	N/A (Specification)	**Entrapped/Entrained Air Content:**	2.5%	N/A (Specification)
Ambient Temp:	79°f	N/A (Specification)	**Slump:**	5 1/2 inches	N/A (Specification)

From Specimen Number 7, a total of 4-6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On April 20, 2015, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the cylindrical specimens cast on the placement of ready-mixed concrete on Curb & Sidewalk. The specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable): ASTM C-231, ASTM C-143, ASTM C-1064, ASTM C-31, ASTM C-172, ASTM C-192, ASTM C-138

Orig: Hidalgo County Pct. #4 (Gen.) (Hidalgo County Pct. #4)
(Edinburg, TX) Attn: Raul Sesin
(1-cc copy)
1-cc JCON Construction, LLC
Attn: Juan Jose Pena Jr.
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

Celia Almaguer

From: Jesus Ozuna [jesus.ozuna@co.hidalgo.tx.us]
Sent: Thursday, April 16, 2015 8:46 AM
To: Rick Gil
Cc: Celia Almaguer; Lulu Lucio; domingo@jconconstruction.com; Hector Garcia
Subject: Fwd: Linn-SanManuel Concrete

Good Morning,

As per your on call contract C-13-220-08-13 (Work Authorization #6 Linn San Manuel Emergency Service Facility), we would like to request the following:

R050

1. Concrete strength testing for sidewalks and curb at the Linn San Manuel Emergency Facility to include air content (pressure method),cyl. spec. prep, hold, cure, compressive strength of cyl. specimen, and test reports.

Please begin testing Friday, April 17th at 9:00am. A representative from the Precinct and Contractor will be there. Should you have any questions or need anything else please let me know. Thank you, have a great day!

Jesse Ozuna

Sent from my iPhone

Begin forwarded message:

From: domingo <domingo@jconconstruction.com>
Date: April 16, 2015 at 8:43:56 AM CDT
To: Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>
Subject: Re: Linn-SanManuel Concrete

Jesse,
Going to try to pour concrete tomorrow. Can you please send a directive to L&G Engineering to perform concrete strength tests for sidewalk and curb. Testing to be done on 04-17-15 @ 9:00 am. Thanks.

Sent from my ZTE Grand™ X, a Cricket 4G smartphone

Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> wrote:

Good Morning Rick,

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 04/23/2015
Invoice No: 15-4-000012

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Client Address: Hidalgo County Pct. #4

1102 N. Doolittle Rd.

Edinburg, TX. 78539

Account No.: L130
Project No: L1301404
Project Desc.: Linn San Manuel Facility

Due Date: UPON RECEIPT
Budget/Remaining: $49,207.32 / $30,678.70
PO: 713423

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
910:91011 - Field Density	$23.56	7.00	$164.92
920:92033 - Air Content (Pressure Method)	$23.51	2.00	$47.02
920:92035 - Cyl. Specimen Prep./Hold/Cure	$11.83	8.00	$94.64
940:94048 - Eng. Tech. (Soils / SP.)	$47.14	2.00	$94.28
940:94050 - Eng. Tech. (Concrete)	$60.18	6.00	$361.08
940:94054 - Engineering Specialist	$117.75	0.50	$58.88
940:94055 - Engineer / P.E.	$157.08	0.50	$78.54
950:95058 - Vehicle Trip Charge	$0.52	300.00	$156.00
950:95061 - Test Report	$23.24	2.00	$46.48
	Total for this Invoice:		**$1,101.84**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R049	*03/27/2015*	*7.00*	*910:91011 - Field Density*	*Each*	*$23.56*	*$164.92*
R049	*03/27/2015*	*2.00*	*940:94048 - Eng. Tech. (Soils / SP.)*	*Hour*	*$47.14*	*$94.28*
R049	*03/27/2015*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$117.75*	*$29.44*
R049	*03/27/2015*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$157.08*	*$39.27*
R049	*03/27/2015*	*100.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.52*	*$52.00*
R049	*03/27/2015*	*1.00*	*950:95061 - Test Report*	*Each*	*$23.24*	*$23.24*
				Report Number R049 for a Subtotal of:		*$403.15*
R050	*04/17/2015*	*2.00*	*920:92033 - Air Content (Pressure Method)*	*Each*	*$23.51*	*$47.02*

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 04/23/2015
Invoice No: 15-4-000012

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R050	*04/17/2015*	*8.00*	*920:92035 - Cyl. Specimen Prep./Hold/Cure*	*Each*	*$11.83*	*$94.64*
R050	*04/17/2015*	*6.00*	*940:94050 - Eng. Tech. (Concrete)*	*Hour*	*$60.18*	*$361.08*
R050	*04/17/2015*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$117.75*	*$29.44*
R050	*04/17/2015*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$157.08*	*$39.27*
R050	*04/17/2015*	*200.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.52*	*$104.00*
R050	*04/17/2015*	*1.00*	*950:95061 - Test Report*	*Each*	*$23.24*	*$23.24*
				Report Number R050 for a Subtotal of:		*$698.69*
					Total for this Invoice:	***$1,101.84***

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

Net 30 Days

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

Pavement Thickness / Asphalt Quality		FY 2014	FY 2015
Coring - ACP Thickness	ASTM D 3549	$65.49/Ea.	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$87.14/Ea.	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$71.96/Ea.	$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F - Tex-200-F	$229.04Ea	$232.48/Ea
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F Part IV	$39.27/Ea.	$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$85.12/Ea.	$86.40/Ea.

Pavement Investigation	FY 2014	FY 2015
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$490.72 Ea	$498.08 Ea.

L&G Engineering provides Technical and Engineering services at the rates listed below.

Personnel:			
	Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
	Engineering Specialist	$117.75/Hr.	$119.52/Hr.
	Technician (Soils)	$ 47.14/Hr.	$47.85/Hr.
	Technician (Concrete)	$ 60.18/Hr.	$61.08/Hr.
	Technician (Asphalt)	$ 60.18/Hr.	$61.08/Hr.

Engineering Review, Evaluation, Management & Administration	FY 2014	FY 2015
Test Report	$ 23.24/Ea.	$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:			
	Mileage	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

Exhibit A

L & G Engineering

Consulting Engineers

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.40/Ea.	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$52.37/Ea.	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$52.58/Ea.	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$65.49/Ea.	$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$65.49 Ea.	$66.47 Ea.
Lime Series Testing	Tex-112-E	$529.04/Ea.	$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E Tex-114-E	$209.45/Ea.	$212.59/Ea.
Standard Proctor	ASTM D 698	$202.78 Ea.	$205.82 Ea.
Modified Proctor	ASTM D 1557	$209.36 Ea.	$212.50 Ea.
Field Density Test (Nuclear)	ASTM D 2922 - Tex-115-E	$23.56/Ea.	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$85.12/Ea.	$86.40/Ea.
Soil-Lime Testing	Tex-121-E	$157.08/Ea.	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$95.22/Ea.	$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-110-E	$58.85/Ea.	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-110-E	$71.20/Ea.	$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-110-E	$13.11/Ea.	$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$229.11/Ea.	$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.81/Ea.	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.91/Ea.	$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$556.21/Ea.	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$65.49/Ea.	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.05/Ea.	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$71.91/Ea.	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$78.49/Ea.	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.81/Ea.	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.71/Ea.	$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$85.12/Ea.	$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.51/Ea.	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.17/Ea.	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.68/Ea.	$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.83/Ea.	$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.74/Ea.	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.00/Ea.	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
***(In Conjunction w/ Field Inspection)**			

Attachment "D"
L&G Engineering Laboratory, LLC
Linn-San Manuel Emergency Services Facility
Prepared for Hidalgo County Precinct No. 4

In-Situ Soils Testing-Laboratory-Building Subgrade / Parking Area					
Standard Proctor	2	Ea.	$202.78	$405.56	*Building Footprint*
Atterberg Limits of Soils	2	Ea.	$78.48	$156.96	*Approx. 7,500 SF*
Material Finer #200	2	Ea.	$65.49	$130.98	
Test Report	2	Ea.	$23.24	$46.48	*New Parking Area*
Technician (Soils)	6	Hr.	$47.14	$282.84	*Approx. 24,000 SF*
Mileage (Trip Charge)	168	Mi.	$0.52	$87.36	
			Subtotal:	$1,110.18	
In-Situ Soils Testing-Field -Building Subgrade / Parking Area					
Field Density Test	15	Ea.	$23.56	$353.40	*Quantities*
Test Report	3	Ea.	$23.24	$69.72	*Based on 3*
Technician (Soils)	10	Hr.	$47.14	$471.40	*Visits to Project*
Mileage (Trip Charge)	252	Mi.	$0.52	$131.04	*To perform testing*
			Subtotal:	$1,025.56	
Select Fill (ty E Gr 4) Soils Testing / Slab - Laboratory					
Standard Proctor	1	Ea.	$202.78	$202.78	*Based on 1 Select Fill*
Atterberg Limits of Soils	3	Ea.	$78.48	$235.44	*Samples*
Sieve Analysis	3	Ea.	$58.85	$176.55	*2 Additional Atterberg Limits &*
Technician (Soils)	8	Hr.	$47.14	$377.12	*Sieve Analysis for Field Verification*
Mileage (Trip Charge)	168	Mi.	$0.52	$87.36	*of Select Fill Materials*
Test Report	4	Ea.	$23.24	$92.96	
			Subtotal:	$1,172.21	
Select Fill (ty E Gr 4) Soils Testing-Field Testing and Monitoring					
Field Density Test	12	Ea.	$23.56	$282.72	*Based on 2 - 6" Lifts*
Test Report	2	Ea.	$23.24	$46.48	*A Minimum of 4 Compaction*
Technician (Soils)	6	Hr.	$47.14	$282.84	*Test Per Lift or every*
Mileage (Trip Charge)	168	Mi.	$0.52	$87.36	*3000 Square Feet*
					4 tests per lift
			Subtotal:	$699.40	
Concrete Reinforcement Steel Placement Verification (concrete/masonry / Lifts)					
Test Report	10	Ea.	$23.24	$232.40	
Technician (Concrete)	30	Hr.	$60.18	$1,805.40	
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	*Verification inspection*
			Subtotal:	$2,474.60	*assuming 10 grout placements*
Concrete Placement - Floor Slabs Main Building Covered Parking					
Air Content(Pressure Method)	4	Ea.	$23.51	$94.04	*Assuming*
Test Report	4	Ea.	$23.24	$92.96	*4 Placements*
Technician (Concrete)	12	Hr.	$60.18	$722.16	*for a total of 200 cy*
Mileage (Trip Charge)	336	Mi.	$0.52	$174.72	*1 set Every 50 as*
					per General Notes
					4 Cylinders to be
			Subtotal:	$1,083.88	*Tested for Compression*
Cyl. Spec. Prep, Hold, Cure	16	Ea.	$11.83	$189.28	
Comp. Str. Of Cyl. Specimen	16	Ea.	$15.68	$250.88	*at a Frequency of Two 7 Day*
Test Reports (7 and 28 day)	8	Ea.	$23.24	$185.92	*and Two 28 Day*
Technician (Concrete)	16	Hr.	$60.18	$962.88	
Mileage (Trip Charge)	336	Mi.	$0.52	$174.72	
			Subtotal:	$1,763.68	

Concrete Placement - Misc. Concrete -Sidewalks-Canoples-Curb and Gutter

Air Content(Pressure Method)	10	Ea.	$23.51	$235.10	*Assuming*
Test Report	10	Ea.	$23.24	$232.40	*10 Placements*
Technician (Concrete)	30	Hr.	$60.18	$1,805.40	
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	
			Subtotal:	$2,709.70	
Cyl. Spec. Prep, Hold, Cure	40	Ea.	$11.83	$473.20	*Quantities based on*
Comp. Str. Of Cyl. Specimen	40	Ea.	$15.68	$627.20	*sample pickup an*
Test Reports (7 and 28 day)	20	Ea.	$23.24	$464.80	*deliver to*
Technician (Concrete)	40	Hr.	$60.18	$2,407.20	*laboratory for*
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	*Compression Testing*
			Subtotal:	$4,409.20	

Concrete Masonry Unit Quality Verification

Masonry Unit Prep./Compressive Strength	1	Sets	$228.98	$228.98	
Masonry Unit SPG/ABS/UNIT WT.	1	Sets	$228.98	$228.98	
Technician (Concrete)	8	Hr.	$60.18	$481.44	
Test Report	2	Ea.	$23.24	$46.48	
			Subtotal:	$985.88	

Concrete Masonry Unit- Grout Testing

Air Content(Pressure Method)	10	Ea.	$23.51	$235.10	
Test Report	10	Ea.	$23.24	$232.40	
Technician (Concrete)	30	Hr.	$60.18	$1,805.40	
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	
			Subtotal:	$2,709.70	
Grout Prism Prep,Hold,Cure,Comp Str.	30	Ea.	$32.74	$982.20	*Assuming 10*
Test Reports (7 and 28 day)	20	Ea.	$23.24	$464.80	*placements*
Technician (Concrete)	40	Hr.	$60.18	$2,407.20	
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	
			Subtotal:	$4,291.00	

Concrete Masonry Units- Mortar Testing

Test Report	10	Ea.	$23.24	$232.40	
Technician (Concrete)	30	Hr.	$60.18	$1,805.40	
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	
			Subtotal:	$2,474.60	
Mortar Cube, Prep,Cure,Comp Str.	30	Ea.	$32.00	$960.00	
Test Reports (7 and 28 day)	20	Ea.	$23.24	$464.80	*Assuming*
Technician (Concrete)	40	Hr.	$60.18	$2,407.20	*10 placements*
Mileage (Trip Charge)	840	Mi.	$0.52	$436.80	
			Subtotal:	$4,268.80	

Welding and Bolt Torque Inspection

Engineering Specialist	16	Ea.	$117.75	$1,884.00	*Assuming 4 Visits*
Mileage (Trip Charge)	336	Mi.	$0.52	$174.72	*to perform*
Test Report	4	Ea.	$23.24	$92.96	*Welding and/or Bolt*
			Subtotal:	$2,151.68	*Torque Inspection*

Treated In-Situ Soils Testing-Laboratory-Pavement Subgrade

Standard Proctor	1	Ea.	$202.78	$202.78	*Quantity Based On 1 visit*
Atterberg Limits of Soils	1	Ea.	$78.48	$78.48	*to obtain*
Test Report	1	Ea.	$23.24	$23.24	*sample for*
Technician (Soils)	3	Hr.	$47.14	$141.42	*laboratory testing*
Mileage (Trip Charge)	84	Mi.	$0.52	$43.68	
			Subtotal:	$489.60	

Treated In-Situ Soils Testing-Field Pavement Subgrade

Field Density Test	10	Ea.	$23.56	$235.60	*Quantity Based On*
Test Report	2	Ea.	$23.24	$46.48	*2 site visits to*
Technician (Soils)	6	Hr.	$47.14	$282.84	*perform compaction*

Site Select Fill Soils Testing-Laboratory					
Standard Proctor	1	Ea.	$202.78	$202.78	*Quantity Based In 1 site visit*
Atterberg Limits of Soils	1	Ea.	$78.48	$78.48	*to obtain sample*
Material Finer #200	1	Ea.	$65.49	$65.49	
Technician (Soils)	3	Hr.	$47.14	$141.42	
Test Report	1	Ea.	$23.24	$23.24	
Mileage (Trip Charge)	84	Mi.	$0.52	$43.68	
			Subtotal:	$555.09	
Site Select Fill Soils -Field Testing and Monitoring					
Field Density Test	10	Ea.	$23.56	$235.60	*Quantities*
Test Report	2	Ea.	$23.24	$46.48	*based*
Technician (Soils)	6	Hr.	$47.14	$282.84	*on 2 visits to perform*
Mileage (Trip Charge)	168	Mi.	$0.52	$87.36	*testing*
			Subtotal:	$652.28	
Flexible Base (Caliche) Parking Areas- Testing Laboratory					
Standard Proctor	1	Ea.	$202.78	$202.78	*Quantity based*
Atterberg Limits of Soils	1	Ea.	$78.48	$78.48	*on 1 site visit to*
Sieve Analysis (Dry)(4 Sieve)	1	Ea.	$58.85	$58.85	*obtain sample*
Texas Wet Ball Mill	1	Ea.	$229.11	$229.11	
Technician (Soils)	4	Hr.	$47.14	$188.56	
Test Report	2	Ea.	$23.24	$46.48	
Mileage (Trip Charge)	84	Mi.	$0.52	$43.68	
			Subtotal:	$847.94	
Flexible Base (Caliche) Parking Areas-Field Testing and Monitoring					
Field Density Test	8	Ea.	$23.56	$188.48	
Test Report	2	Ea.	$23.24	$46.48	*Quantities based on*
Technician (Soils)	4	Hr.	$47.14	$188.56	*three (3) visits to perform*
Mileage (Trip Charge)	12	Mi.	$0.52	$6.24	*in-place testing*
			Subtotal:	$429.76	
Hot Mix Asphalt Paving Parking Area					
Ext. Sieve Analysis/Asph Content	2	Ea.	$229.04	$458.08	*Quantities based*
Density of Asphaltic Cores	3	Ea.	$71.96	$215.88	*on three site visits to*
Asphalt Rolling Patterns	6	Ea.	$39.27	$235.62	*perform testing*
Coring/ACP Thickness	8	Ea.	$65.49	$523.92	
Technician (Asphalt)	12	Hr.	$60.18	$722.16	
Mileage (Trip Charge)	252	Mi.	$0.52	$131.04	
Test Report	3	Ea.	$23.24	$69.72	
			Subtotal:	$2,356.42	
Estimated Field and Laboratory Test Fees				$39,313.44	
Engineering Specialist (Report Review)(Hr.)	36		$117.75	$4,239.00	
Engineer-Principal (Report Review)(Hr.)	36		$157.08	$5,654.88	
Estimated Materials Testing Total				$49,207.32	

Requisition

Req # 00261694

PO # 713423
Date: 08/11/14

Bill To: x
x

Vendor : 312797
L & G ENGINEERING LABORATORY, LLC
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No: C-13-220-08-13

Special Instructions:
Pct. Req # 915

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		C-13-220-08-13 Approved CC 08/12/14 AI-45918 (Concent) For: Linn San Manuel Emergency Service Facility DO NOT DUPLICATE ORDER		
1.00	LOT	CC Work Authorization No. 6- CONSTRUCTION MATERIAL TESTING for "Linn San Manuel Emergency Service Facility" in Hidalgo County Pct. No. Four (4)	49,207.32	49,207.32
		Account No	Encumbrance	
		4-1301-419-40-124-136-0-720	49,207.32	
			Freight	.00
			Total	49,207.32
		* This WA shall become effective on the date of final acceptance of the parties hereto, and terminated upon completion of scopes of the work authorization		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Hidalgo County Pct. No. 4 Linn-San Manuel Emergency Services Facility
Linn - San Manuel Texas

TO CONTRACTOR *(Name and address)*:
JCon Construction Co.
604 Palmview Dr. Mission, Tx. 78572

CHANGE ORDER NUMBER: 006
DATE: April 30, 2015

ARCHITECT'S PROJECT NUMBER: 201310
CONTRACT DATE: August 05, 2014
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Contract Time Extension for weather days (rain and dry-out days) as per the attached document for the months of August (3days), September (17 days), October (0 Days), November (2 days), December (1 day), January (0 days), February (2 days), March (7 days) and April (6 days) A total of 38 calendar days. (Does not included the weather days that are a part of the Base Bid Timeline.

The original Contract Sum was	$	1,350,000.00
The net change by previously authorized Change Orders	$	3,010.20
The Contract Sum prior to this Change Order was	$	1,353,010.20
The Contract Sum will be increased by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	1,353,010.20

The Contract Time will be increased by Thirty-eight (38) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 21, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects LLP	JCon Construction Co.	County of Hidalgo, Pct. 4
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1314 Ivy Avenue, McAllen, Texas 78501	604 Palmview Dr. Mission, Tx. 78572	1015 N. Doolittle Rd., Edinburg, Tx78543
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia, Architect	J. J. Pena	
(Typed name)	*(Typed name)*	*(Typed name)*
April 30, 2015	April 30, 2015	
DATE	**DATE**	**DATE**

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User Notes: (726365239)

JCON
Commercial Construction & Management
604 Palmview Dr.
Mission, TX 78572
Phone: 956-227-3215
Fax: 956-581-8892

April 28, 2015

Attn: Mata + Garcia Architects
RE: Linn San Manuel Emergency Facility
Proposal (Change Order # 5)

Cost proposal based on contract documents includes the following:

Due to weather delays beyond our control we are requesting 38 additional days. We have attached documentation for rain days. If you have any additional question please feel free to contact our office.

JCon Construction Overhead / Profit:	**ADD**	**$**	0.00
Total Proposed Quote		**$**	**0.00**

This proposal includes all necessary removal of waste and construction materials.
If you have any questions feel free to contact us.

The Original Contract Sum was:	$ 1,350,000.00
Net Change by previously authorized change orders:	$ 17,040.00
The Contract Sum prior to this change order:	$ 1,367,040.00
The Contract Sum will change with this proposed quote by:	$ 0.00
The NEW Contract Sum including this proposed quote:	$ 1,367,040.00

The Contract Time will change by addition of 38 rain days from 8/05/14 to 4/29/2015.

The date of Substantial Completion as of the date of this change order is: will depend on approval of rain days requested.

Thank you,
J.J. Pena

Raw Weather Data for San Manuel, TX

Date	Total Daily Precipitation (inches)	Station Used
2014-08-05	0.00	MCALLEN MILLER INTL
2014-08-06	0.00	MCALLEN MILLER INTL
2014-08-07	0.00	MCALLEN MILLER INTL
2014-08-08	0.00	MCALLEN MILLER INTL
2014-08-09	0.88	MCALLEN MILLER INTL
2014-08-10	0.06	MCALLEN MILLER INTL
2014-08-11	0.00	MCALLEN MILLER INTL
2014-08-12	0.15	MCALLEN MILLER INTL
2014-08-13	0.00	MCALLEN MILLER INTL
2014-08-14	0.02	MCALLEN MILLER INTL
2014-08-15	0.00	MCALLEN MILLER INTL
2014-08-16	0.00	MCALLEN MILLER INTL
2014-08-17	0.00	MCALLEN MILLER INTL
2014-08-18	0.00	MCALLEN MILLER INTL
2014-08-19	0.00	MCALLEN MILLER INTL
2014-08-20	0.00	MCALLEN MILLER INTL
2014-08-21	0.00	MCALLEN MILLER INTL
2014-08-22	0.00	MCALLEN MILLER INTL
2014-08-23	0.00	MCALLEN MILLER INTL
2014-08-24	0.00	MCALLEN MILLER INTL
2014-08-25	0.00	MCALLEN MILLER INTL
2014-08-26	0.00	MCALLEN MILLER INTL
2014-08-27	0.00	MCALLEN MILLER INTL
2014-08-28	0.00	MCALLEN MILLER INTL
2014-08-29	0.00	MCALLEN MILLER INTL
2014-08-30	1.97	MCALLEN MILLER INTL
2014-08-31	0.44	MCALLEN MILLER INTL
2014-09-01	0.00	MCALLEN MILLER INTL
2014-09-02	0.00	MCALLEN MILLER INTL
2014-09-03	0.23	MCALLEN MILLER INTL
2014-09-04	1.09	MCALLEN MILLER INTL
2014-09-05	0.01	MCALLEN MILLER INTL
2014-09-06	0.05	MCALLEN MILLER INTL
2014-09-07	0.00	MCALLEN MILLER INTL
2014-09-08	0.00	MCALLEN MILLER INTL
2014-09-09	0.00	MCALLEN MILLER INTL
2014-09-10	0.00	MCALLEN MILLER INTL
2014-09-11	0.00	MCALLEN MILLER INTL
2014-09-12	0.00	MCALLEN MILLER INTL
2014-09-13	1.91	MCALLEN MILLER INTL
2014-09-14	2.42	MCALLEN MILLER INTL
2014-09-15	0.51	MCALLEN MILLER INTL
2014-09-16	0.00	MCALLEN MILLER INTL
2014-09-17	0.08	MCALLEN MILLER INTL
2014-09-18	0.00	MCALLEN MILLER INTL
2014-09-19	0.00	MCALLEN MILLER INTL
2014-09-20	2.13	MCALLEN MILLER INTL
2014-09-21	0.18	MCALLEN MILLER INTL
2014-09-22	0.16	MCALLEN MILLER INTL
2014-09-23	0.01	MCALLEN MILLER INTL
2014-09-24	0.14	MCALLEN MILLER INTL
2014-09-25	0.04	MCALLEN MILLER INTL
2014-09-26	0.00	MCALLEN MILLER INTL
2014-09-27	0.12	MCALLEN MILLER INTL
2014-09-28	2.15	MCALLEN MILLER INTL
2014-09-29	0.00	MCALLEN MILLER INTL
2014-09-30	0.00	MCALLEN MILLER INTL
2014-10-01	0.00	MCALLEN MILLER INTL
2014-10-02	0.00	MCALLEN MILLER INTL
2014-10-03	0.00	MCALLEN MILLER INTL

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2014-10-04	0.00	MCALLEN MILLER INTL
2014-10-05	0.00	MCALLEN MILLER INTL
2014-10-06	0.00	MCALLEN MILLER INTL
2014-10-07	0.00	MCALLEN MILLER INTL
2014-10-08	0.00	MCALLEN MILLER INTL
2014-10-09	0.00	MCALLEN MILLER INTL
2014-10-10	0.00	MCALLEN MILLER INTL
2014-10-11	0.00	MCALLEN MILLER INTL
2014-10-12	0.07	MCALLEN MILLER INTL
2014-10-13	0.00	MCALLEN MILLER INTL
2014-10-14	0.00	MCALLEN MILLER INTL
2014-10-15	0.00	MCALLEN MILLER INTL
2014-10-16	0.00	MCALLEN MILLER INTL
2014-10-17	0.00	MCALLEN MILLER INTL
2014-10-18	0.00	MCALLEN MILLER INTL
2014-10-19	0.00	MCALLEN MILLER INTL
2014-10-20	0.00	MCALLEN MILLER INTL
2014-10-21	0.04	MCALLEN MILLER INTL
2014-10-22	0.51	MCALLEN MILLER INTL
2014-10-23	0.00	MCALLEN MILLER INTL
2014-10-24	0.00	MCALLEN MILLER INTL
2014-10-25	0.00	MCALLEN MILLER INTL
2014-10-26	0.00	MCALLEN MILLER INTL
2014-10-27	0.00	MCALLEN MILLER INTL
2014-10-28	0.00	MCALLEN MILLER INTL
2014-10-29	0.00	MCALLEN MILLER INTL
2014-10-30	0.00	MCALLEN MILLER INTL
2014-10-31	0.00	MCALLEN MILLER INTL
2014-11-01	0.00	MCALLEN MILLER INTL
2014-11-02	0.00	MCALLEN MILLER INTL
2014-11-03	0.00	MCALLEN MILLER INTL
2014-11-04	0.00	MCALLEN MILLER INTL
2014-11-05	0.00	MCALLEN MILLER INTL
2014-11-06	0.16	MCALLEN MILLER INTL
2014-11-07	0.38	MCALLEN MILLER INTL
2014-11-08	0.84	MCALLEN MILLER INTL
2014-11-09	0.00	MCALLEN MILLER INTL
2014-11-10	0.00	MCALLEN MILLER INTL
2014-11-11	0.00	MCALLEN MILLER INTL
2014-11-12	0.00	MCALLEN MILLER INTL
2014-11-13	0.12	MCALLEN MILLER INTL
2014-11-14	0.00	MCALLEN MILLER INTL
2014-11-15	0.00	MCALLEN MILLER INTL
2014-11-16	0.00	MCALLEN MILLER INTL
2014-11-17	0.00	MCALLEN MILLER INTL
2014-11-18	0.00	MCALLEN MILLER INTL
2014-11-19	0.00	MCALLEN MILLER INTL
2014-11-20	0.00	MCALLEN MILLER INTL
2014-11-21	0.00	MCALLEN MILLER INTL
2014-11-22	0.04	MCALLEN MILLER INTL
2014-11-23	0.34	MCALLEN MILLER INTL
2014-11-24	0.00	MCALLEN MILLER INTL
2014-11-25	0.00	MCALLEN MILLER INTL
2014-11-26	0.00	MCALLEN MILLER INTL
2014-11-27	0.00	MCALLEN MILLER INTL
2014-11-28	0.00	MCALLEN MILLER INTL
2014-11-29	0.00	MCALLEN MILLER INTL
2014-11-30	0.00	MCALLEN MILLER INTL
2014-12-01	0.00	MCALLEN MILLER INTL
2014-12-02	0.05	MCALLEN MILLER INTL
2014-12-03	0.00	MCALLEN MILLER INTL
2014-12-04	0.00	MCALLEN MILLER INTL
2014-12-05	0.00	MCALLEN MILLER INTL

2014-12-06	0.00	MCALLEN MILLER INTL
2014-12-07	0.28	MCALLEN MILLER INTL
2014-12-08	0.00	MCALLEN MILLER INTL
2014-12-09	0.00	MCALLEN MILLER INTL
2014-12-10	0.00	MCALLEN MILLER INTL
2014-12-11	0.00	MCALLEN MILLER INTL
2014-12-12	0.00	MCALLEN MILLER INTL
2014-12-13	0.00	MCALLEN MILLER INTL
2014-12-14	0.00	MCALLEN MILLER INTL
2014-12-15	0.00	MCALLEN MILLER INTL
2014-12-16	0.00	MCALLEN MILLER INTL
2014-12-17	0.02	MCALLEN MILLER INTL
2014-12-18	0.02	MCALLEN MILLER INTL
2014-12-19	0.10	MCALLEN MILLER INTL
2014-12-20	0.00	MCALLEN MILLER INTL
2014-12-21	0.00	MCALLEN MILLER INTL
2014-12-22	0.00	MCALLEN MILLER INTL
2014-12-23	0.00	MCALLEN MILLER INTL
2014-12-24	0.00	MCALLEN MILLER INTL
2014-12-25	0.00	MCALLEN MILLER INTL
2014-12-26	0.00	MCALLEN MILLER INTL
2014-12-27	0.00	MCALLEN MILLER INTL
2014-12-28	0.07	MCALLEN MILLER INTL
2014-12-29	0.25	MCALLEN MILLER INTL
2014-12-30	0.00	MCALLEN MILLER INTL
2014-12-31	0.05	MCALLEN MILLER INTL
2015-01-01	0.01	MCALLEN MILLER INTL
2015-01-02	0.00	MCALLEN MILLER INTL
2015-01-03	0.01	MCALLEN MILLER INTL
2015-01-04	0.00	MCALLEN MILLER INTL
2015-01-05	0.00	MCALLEN MILLER INTL
2015-01-06	0.00	MCALLEN MILLER INTL
2015-01-07	0.00	MCALLEN MILLER INTL
2015-01-08	0.00	MCALLEN MILLER INTL
2015-01-09	0.00	MCALLEN MILLER INTL
2015-01-10	0.11	MCALLEN MILLER INTL
2015-01-11	0.28	MCALLEN MILLER INTL
2015-01-12	0.00	MCALLEN MILLER INTL
2015-01-13	0.00	MCALLEN MILLER INTL
2015-01-14	0.00	MCALLEN MILLER INTL
2015-01-15	0.00	MCALLEN MILLER INTL
2015-01-16	0.00	MCALLEN MILLER INTL
2015-01-17	0.00	MCALLEN MILLER INTL
2015-01-18	0.00	MCALLEN MILLER INTL
2015-01-19	0.00	MCALLEN MILLER INTL
2015-01-20	0.00	MCALLEN MILLER INTL
2015-01-21	0.00	MCALLEN MILLER INTL
2015-01-22	0.05	MCALLEN MILLER INTL
2015-01-23	0.00	MCALLEN MILLER INTL
2015-01-24	0.00	MCALLEN MILLER INTL
2015-01-25	0.00	MCALLEN MILLER INTL
2015-01-26	0.00	MCALLEN MILLER INTL
2015-01-27	0.00	MCALLEN MILLER INTL
2015-01-28	0.00	MCALLEN MILLER INTL
2015-01-29	0.00	MCALLEN MILLER INTL
2015-01-30	0.00	MCALLEN MILLER INTL
2015-01-31	0.00	MCALLEN MILLER INTL
2015-02-01	0.00	MCALLEN MILLER INTL
2015-02-02	0.00	MCALLEN MILLER INTL
2015-02-03	0.00	MCALLEN MILLER INTL
2015-02-04	0.37	MCALLEN MILLER INTL
2015-02-05	0.00	MCALLEN MILLER INTL
2015-02-06	0.00	MCALLEN MILLER INTL

2015-02-07	0.00	MCALLEN MILLER INTL
2015-02-08	0.00	MCALLEN MILLER INTL
2015-02-09	0.00	MCALLEN MILLER INTL
2015-02-10	0.00	MCALLEN MILLER INTL
2015-02-11	0.00	MCALLEN MILLER INTL
2015-02-12	0.00	MCALLEN MILLER INTL
2015-02-13	0.00	MCALLEN MILLER INTL
2015-02-14	0.00	MCALLEN MILLER INTL
2015-02-15	0.00	MCALLEN MILLER INTL
2015-02-16	0.00	MCALLEN MILLER INTL
2015-02-17	0.01	MCALLEN MILLER INTL
2015-02-18	0.00	MCALLEN MILLER INTL
2015-02-19	0.00	MCALLEN MILLER INTL
2015-02-20	0.00	MCALLEN MILLER INTL
2015-02-21	0.00	MCALLEN MILLER INTL
2015-02-22	0.00	MCALLEN MILLER INTL
2015-02-23	0.00	MCALLEN MILLER INTL
2015-02-24	0.02	MCALLEN MILLER INTL
2015-02-25	0.00	MCALLEN MILLER INTL
2015-02-26	0.00	MCALLEN MILLER INTL
2015-02-27	0.00	MCALLEN MILLER INTL
2015-02-28	0.02	MCALLEN MILLER INTL
2015-03-01	0.00	MCALLEN MILLER INTL
2015-03-02	0.00	MCALLEN MILLER INTL
2015-03-03	0.00	MCALLEN MILLER INTL
2015-03-04	0.00	MCALLEN MILLER INTL
2015-03-05	0.00	MCALLEN MILLER INTL
2015-03-06	0.00	MCALLEN MILLER INTL
2015-03-07	0.00	MCALLEN MILLER INTL
2015-03-08	0.00	MCALLEN MILLER INTL
2015-03-09	0.32	MCALLEN MILLER INTL
2015-03-10	0.30	MCALLEN MILLER INTL
2015-03-11	0.04	MCALLEN MILLER INTL
2015-03-12	0.01	MCALLEN MILLER INTL
2015-03-13	0.00	MCALLEN MILLER INTL
2015-03-14	0.00	MCALLEN MILLER INTL
2015-03-15	0.00	MCALLEN MILLER INTL
2015-03-16	0.11	MCALLEN MILLER INTL
2015-03-17	0.00	MCALLEN MILLER INTL
2015-03-18	0.12	MCALLEN MILLER INTL
2015-03-19	0.05	MCALLEN MILLER INTL
2015-03-20	0.00	MCALLEN MILLER INTL
2015-03-21	0.00	MCALLEN MILLER INTL
2015-03-22	0.49	MCALLEN MILLER INTL
2015-03-23	0.00	MCALLEN MILLER INTL
2015-03-24	0.00	MCALLEN MILLER INTL
2015-03-25	0.00	MCALLEN MILLER INTL
2015-03-26	0.00	MCALLEN MILLER INTL
2015-03-27	0.31	MCALLEN MILLER INTL
2015-03-28	0.00	MCALLEN MILLER INTL
2015-03-29	0.00	MCALLEN MILLER INTL
2015-03-30	0.00	MCALLEN MILLER INTL
2015-03-31	0.00	MCALLEN MILLER INTL
2015-04-01	0.00	MCALLEN MILLER INTL
2015-04-02	0.00	MCALLEN MILLER INTL
2015-04-03	0.00	MCALLEN MILLER INTL
2015-04-04	0.00	MCALLEN MILLER INTL
2015-04-05	0.04	MCALLEN MILLER INTL
2015-04-06	0.00	MCALLEN MILLER INTL
2015-04-07	0.00	MCALLEN MILLER INTL
2015-04-08	0.00	MCALLEN MILLER INTL
2015-04-09	0.00	MCALLEN MILLER INTL
2015-04-10	0.00	MCALLEN MILLER INTL

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2015-04-11	1.86	MCALLEN MILLER INTL
2015-04-12	0.25	MCALLEN MILLER INTL
2015-04-13	1.46	MCALLEN MILLER INTL
2015-04-14	0.76	MCALLEN MILLER INTL
2015-04-15	0.00	MCALLEN MILLER INTL
2015-04-16	0.00	MCALLEN MILLER INTL
2015-04-17	0.01	MCALLEN MILLER INTL
2015-04-18	0.00	MCALLEN MILLER INTL
2015-04-19	0.01	MCALLEN MILLER INTL
2015-04-20	0.00	MCALLEN MILLER INTL
2015-04-21	0.18	MCALLEN MILLER INTL
2015-04-22	0.00	MCALLEN MILLER INTL
2015-04-23	0.00	MCALLEN MILLER INTL
2015-04-24	0.36	MCALLEN MILLER INTL
2015-04-25	0.42	MCALLEN MILLER INTL
2015-04-26	0.00	MCALLEN MILLER INTL
2015-04-27	0.00	BROWNSVILLE S PADRE

AI-49527 **Purchasing Department** **15. G. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award job order contractor, Herrcon LLC (awarded JOC through Buyboard contract #464-14) in the amount of $63,930.27 for the purchase, installation of CCD X-RAY IMAGE Detector to include but not limited to any modifications/appurtenances as may be necessary for a turnkey project. (Project #15-069-OGG)

BACKGROUND

Approval of proposed project will alleviate the Health & Safety concerns Hidalgo County is currently undergoing. Inmates have to be shuttled to and from the Health Department for Screenings and other testings required by State. Installation and modifications as proposed will resolve this concern.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-059-0-751

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Proposed funding has been designated for the purchase of proposed CCD X-Ray Machine in the amount of $49,000.00 as Per Mr. Mike Escaname, Health & Human Services.

FISCAL YEAR: 2015 **ACCT. #:** 5-2102-423-21-280-015-0-751

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Proposed acct #5-2102-423-21-280-015-0-751 has been appropriated in the amount of $14,930.27 from Commissary Funds for modifications to Infirmary for proposed equipment, as per Mr. Pedro Ramirez Sheriff's Office.

Attachments

REQ

complete backup

Sheriff's acct info

B&O Mgmt response

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:58 PM
Glinda Pacheco	Glinda Pacheco	04/30/2015 04:43 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Oscar Garza		Started On: 04/30/2015 01:35 PM
Final Approval Date: 05/01/2015		

Requisition

Req # 00276361

PO #

Date: 05/01/15

Bill To: x
x

Vendor : 433357
HERRCON, LLC
1333 E. JASMINE AVE., STE. B
MCALLEN TX 78501

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: Josie Escalant
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Buyboard 464-14 EXPIRES 11/30/2018 Project #15-069-OGG total $63,930.27 - this purchase order will cover $49,000.00 the remaining balance of $14,930.27 will be paid direct by the jail commissary account 5-2102-423-21-280-015-0-751 Project Cost Breakdown; Field Personnel $3,493.25 Medical Equipment $73,507.77 (less customer credit $19,917.00) ($4,590.77(to be paid by Commissary account)) =($49,000.00) Cost Adjustment Factors $3,675.39 Cable Terminations $472.06 Wire $306.86 Cost Adjustment Factors $53.63 Electric Metallic Tubing $1,046.64 Cost Adjustment Factors $79.25 Cost Adjustment Factors $65.79 Cost Adjustment Factors $201.85 Payment Performance Bond $944.78		
1.00	EACH	CO X-Ray equipment to include, the purchase, installatin of CCD X-Ray Image Detector to include but not limited to any modifications/appurtenances as may be necessary for a turnkey project Project Location: Sheriff Department, 711 Cibolo, Edinburg, TX	49,000.00	49,000.00
		Account No	Encumbrance	
		5-1293-441-00-340-059-0-751	49,000.00	
			Freight	.00
			Total	49,000.00

Authorized By: _____

HIDALGO COUNTY HEALTH & HS
Purchase, installation and modification to Infirmary at Sheriff's Office

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Oscar** [Log Off]

Administration | RFQ | Reports | Shopping Cart | Help

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Herrcon, LLC
Address:	1333 E Jasmine Ave
	McAllen, TX 78501-5708
Phone Number:	(956) 330-5566
Email:	gherrera1@rgv.rr.com
Federal ID:	46-1829890
Contact:	Gilbert Herrera
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Job Order Contracting (RS Means)
Contract#:	464-14
Effective Date:	12/01/2014
Expiration Date:	11/30/2018
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	464-14
Return Policy:	N/A

REVIEWED
By Oscar Garza at 2:11 pm, Apr 30, 2015

FINAL

Additional Resources

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Contact us 800-695-2919

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Standard Hours. Current edition R.S. Means Construction Data. Line Item 1
Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Non-Standard Hours. Current edition R.S. Means Construction Data. Line Item 2

Extended Product Information

Reference Number: 464-14

Part Number: Catalog

Unit Measure: EA

Full Description: 0.89 Texas Coefficent For Non-Standard Hours. Current edition R.S. Means

Showing 1 to 2 of 2 entries

First Previ

Contact us 800-695-2919

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501

BuyBoard Cooperative Purchasing

JOC Contract #: 464-14

DELIVERY ORDER REQUEST

Client: Hidalgo County **Date:** 3/24/2015

Project: Sheriff Dept. - X-Ray Equipment Replacement

Location: 711 Cibolo, Edinburg, TX

Project Summary:	**Replace X-Ray Equipment**
Order Calculation Criteria:	**Facilities & Commercial Renovation/Unit/Repair & Remodeling McAllen / Year 2015 Qtr 1**

Averages based on quantity and unit prices from RS Means			**$ 93,148.86**
Competitive Bid Coefficient	**0.89**	**X**	**$ 82,902.49**
Adjustments			
Customer credit			**$ -19,917.00**
			$ 62,985.49
Permits & Fees			**$**
			$ 62,985.49
Architectural & Engineering			**$**
			$ 62,985.49
Payment/Performance Bond			**$**
			$ 944.78
	Delivery Order Request Quote		**$ 63,930.27**

Gilbert Herrera 3/25/15

Gilbert Herrera

Herrcon, LLC - BuyBoard JOC Contract # 464-14

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County

Edinburg, Texas, 78540
Date: 24-Mar-15

Cost Estimate Report
RSMeans

Sheriff Department Xray Equipment
Year 2015 Quarter 1
Unit Detail Report

Prepared By:
Domingo Pequeno

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.00	Week	$3,925.00	$3,925.00
Division 01 General Requirements Subtotal					**$3,925.00**
Division 11 Equipment					
117710108750	Medical equipment, X-ray, mobile, maximum	1.00	Ea.	$82,593.00	$82,593.00
117710108750	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$4,129.65	$4,129.65
Division 11 Equipment Subtotal					**$86,722.65**
Division 26 Electrical					
260513100400	Cable terminations, indoor, insulation diameter range, 10 kV, .64" to 1.08", pad mount	4.00	Ea.	$132.60	$530.40
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, in raceway	9.00	C.L.F.	$38.31	$344.79
260519900100	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$6.70	$60.26
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	400.00	L.F.	$2.94	$1,176.00
260533135020	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.22	$89.04
260533135020	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.18	$73.92
260533135020	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.57	$226.80
Division 26 Electrical Subtotal					**$2,501.21**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$93,148.86**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$93,148.86**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$93,148.86**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$93,148.86**

PRICE VERIFICATION

RSMeans
FROM THE GORDIAN GROUP®

HC- Health Human Services
711 Cibolo
Edinburg, TEXAS, 78540
Date: 04/14/2015

Cost Estimate Report
RSMeansOnline

Oscar Garza
Prepared By:
Purchasing Department
Hidalgo County

Sheriff's Dept-X-Ray Equipment
Year 2015 Quarter 1
Unit Detail Report

REVIEWED
By Oscar Garza at 2:21 pm, Apr 30, 2015

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.00	Week	$3,925.00	$3,925.00
Division 01 General Requirements Subtotal					**$3,925.00**
Division 11 Equipment					
117710108750	Medical equipment, X-ray, mobile, maximum	1.00	Ea.	$82,593.00	$82,593.00
117710108750	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$4,129.65	$4,129.65
012153500500					
Division 11 Equipment Subtotal					**$86,722.65**
Division 26 Electrical					
260513100400	Cable terminations, indoor, insulation diameter range, 10 kV, .64" to 1.08", pad mount	4.00	Ea.	$132.60	$530.40
260519900100	Wire, copper, stranded, 600 volt, #12, type THW, in raceway	9.00	C.L.F.	$38.31	$344.79
260519900100	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$6.70	$60.26
Factor allowance 012153502400					
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 15' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	400.00	L.F.	$2.94	$1,176.00
260533135020	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.57	$226.80
012153502400					
260533135020	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.18	$73.92
012153501750					
260533135020	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.22	$89.04
012153500550					
Division 26 Electrical Subtotal					**$2,501.21**

** Boxed items reference Cost adjusted allowances for various line items.

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				$93,148.86
	General Contractor's Markup on Subs		0.00%		$0.00
	Subtotal				$93,148.86
	General Conditions		0.00%		$0.00
	Subtotal				$93,148.86
	General Contractor's Overhead and Profit		0.00%		$0.00
	Grand Total				$93,148.86

Zimbra **oscar.garza@co.hidalgo.tx.us**

RE: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept.

From : Pedro Luis Ramirez <pedro.ramirez@hidalgoso.org>

Wed, Apr 22, 2015 01:47 PM

3 attachments

Subject : RE: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept.

To : oscarg garza <oscarg.garza@co.hidalgo.tx.us>

Cc : Captain Richard Ozuna <richard.ozuna@hidalgoso.org>, Emilia Uriegas <emilia.uriegas@hidalgoso.org>, Mike Escaname <miguel.escaname@hchd.org>

Mr. Garza,

Please use the following account number for the remaining amount ($14,930.27) of the X-Ray Machine: 5-2102-423-21-280-015-0-751.

These funds have been remitted from the Commissary Fund to the Treasurer's Office and are pending CC approval for the appropriation. It is AI-49409 and is tentatively scheduled to go before CC on 4/28/2015.

If you have any questions or concerns, please do not hesitate to contact me or Emilia Uriegas.

Sincerely,

Pedro Luis Ramirez, MBA
Accountant III
Hidalgo County Sheriff's Office • Financial Services Division
Edinburg, Texas 78542 • Phone: (956) 393-6151
pedro.ramirez@hidalgoso.org

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may contain information and/or attachments that are privileged, confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmission by someone other than the intended addressee or its designated agent is strictly prohibited. If your

receipt of this transmission is in error, please notify the sender by replying immediately to this transmission and destroy the transmission. Thank You.

From: Mike Escaname [mailto:mike.escaname@hchd.org]
Sent: Tuesday, April 14, 2015 2:02 PM
To: 'Oscar Garza'; 'Rigoberto Hinojosa'
Cc: 'Richard Ozuna'; 'Eduardo Olivares'; 'Juan Tapia'; josie.escalante@hchd.org; gloria.salinas@hchd.org
Subject: RE: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept.

Hello Oscar,

Please use the following account number for the X-Ray Unit (only); 5-1293-441-00-340-059-0-751.

And, considering the total project will be funded by different departments, I'll presume we will be able to generate separate purchase orders per department, one purchase order will fund the X-Ray unit (only). I believe the employees that have access to enter requisitions into ALIO have access to **only** the account numbers within their respective department. Example: Health Dept. staff can enter a requisition that includes **only** an account number with Dept. 340 in it.

Let us know if you have questions or require additional information .

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

From: Oscar Garza [mailto:oscar.garza@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2015 1:21 PM
To: Rigoberto Hinojosa
Cc: Richard Ozuna; Eduardo Olivares; Juan Tapia; mike escaname
Subject: Re: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION

Attached is the breakdown and discounts from Herrcon; the cost of the CCD Imager is 49,000.00; the difference is for the cost to do the modifications to the infirmary at the Sheriffs Office.

I will provide you with the backup as soon as it becomes available to me.

Thank you!

From: "Rigoberto Hinojosa" <rigoberto.hinojosa@hchd.org>
To: "Oscar Garza" <oscar.garza@co.hidalgo.tx.us>, "Richard Ozuna" <richard.ozuna@hidalgoso.org>, "Eduardo Olivares" <eddie.olivarez@hchd.org>
Cc: "Juan Tapia" <juan.tapia@hidalgoso.org>, "mike escaname" <mike.escaname@hchd.org>
Sent: Tuesday, April 14, 2015 1:03:57 PM
Subject: RE: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION

Mr. Garza,

Because Hidalgo County Health and Human Services Department grant funding can only be used to fund the x-ray equipment (no other costs are allowed by the grant), we need a precise breakdown of what the x-ray equipment will cost. This is needed to provide you with the account number and proper fund budgeting.

From: Oscar Garza [mailto:oscar.garza@co.hidalgo.tx.us]
Sent: Tuesday, April 14, 2015 11:04 AM
To: Richard Ozuna; Eduardo Olivares
Cc: Juan Tapia; Rigoberto Hinojosa; mike escaname
Subject: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION

Mr. Ozuna and Mr. Olivarez,

Pursuant to our earlier conversation, attached please find the price verification for proposed project under RS Means as verified by the Purchasing Department.

All pricing conforms to the proposed proposal, attached is a copy for your records and attachment for invoicing purposes upon completion of project.

I need the account numbers from the Sheriff's Office portion and the account number from the Health & Human Services in order to place on Commissioners Court for approval at the earliest convenience.

Should you have any questions, please let me know.

Thank You!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
Π Is it really necessary to print this email?

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Zimbra **oscar.garza@co.hidalgo.tx.us**

Re: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept.

From : Sergio Cruz <sergio.cruz@co.hidalgo.tx.us> Wed, Apr 29, 2015 03:36 PM

Subject : Re: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept. 5 attachments

To : Oscar Garza <oscar.garza@co.hidalgo.tx.us>

Cc : Rey Salazar <rey.salazar@co.hidalgo.tx.us>, mike escaname <mike.escaname@hchd.org>, Richard Ozuna <richard.ozuna@hidalgoso.org>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Juan Tapia <juan.tapia@hidalgoso.org>, Eduardo Olivares <eddie.olivarez@hchd.org>, emilia uriegas <emilia.uriegas@hidalgoso.org>

Mr. Garza,

Please proceed in placing the item for approval by Commissioners' Court. We have submitted a request for guidance on how to issue the requisition to the County Auditor's and are waiting for their response. We expect to have a response by the end of the week.

Regards,

Sergio Cruz

Sent from my iPad

On Apr 29, 2015, at 3:04 PM, Oscar Garza <oscar.garza@co.hidalgo.tx.us> wrote:

> Mr. Cruz,
> I have all pertinent documentation to place item for approval on upcoming Commissioners Court, pending instructions on how to proceed with who is to enter the requisition on behalf of the Sheriff's Department and/or Health & Human Services.

Please advise!

Thank you!

From: "Oscar Garza" <oscar.garza@co.hidalgo.tx.us>
To: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>, "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Cc: "mike escaname" <mike.escaname@hchd.org>, "Richard Ozuna" <richard.ozuna@hidalgoso.org>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Juan Tapia" <juan.tapia@hidalgoso.org>, "Eduardo Olivares" <eddie.olivarez@hchd.org>, "emilia uriegas" <emilia.uriegas@hidalgoso.org>
Sent: Wednesday, April 22, 2015 2:47:18 PM
Subject: Fwd: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION - Account Number For Health Dept.

Mr. Cruz, pursuant to our previous conversation, below is the funding source to be used for the Sheriff's Office on proposed modification to the Infirmary for installation of the CCD X-RAY machine.

Attached is the proposed account number from Health & Human Services to be used for the purchase of the CCD X-RAY machine.

Please advise as to how to address the funding and who is the indicated person to enter these account numbers into a requisition inasmuch as that the funds have to identify that the HHS funds were used specifically for the purchase of the machine and nothing else.
This can be invoiced accordingly by the JOC; however there needs to be (1) one PO for services rendered by JOC.

Please advise.

Thank You!

From: "Pedro Luis Ramirez" <pedro.ramirez@hidalgoso.org>
To: "oscarg garza" <oscarg.garza@co.hidalgo.tx.us>
Cc: "Captain Richard Ozuna" <richard.ozuna@hidalgoso.org>, "Emilia Uriegas" <emilia.uriegas@hidalgoso.org>, "Mike Escaname" <miguel.escaname@hchd.org>
Sent: Wednesday, April 22, 2015 1:47:46 PM
Subject: RE: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION

- Account Number For Health Dept.

Mr. Garza,

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Sincerely,

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Accountant III
Hidalgo County Sheriff's Office • Financial Services Division
Edinburg, Texas 78542 • Phone: (956) 393-6151
pedro.ramirez@hidalgoso.org

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Sent: Tuesday, April 14, 2015 2:02 PM
To: 'Oscar Garza'; 'Rigoberto Hinojosa'
Cc: 'Richard Ozuna'; 'Eduardo Olivares'; 'Juan Tapia'; josie.escalante@hchd.org; gloria.salinas@hchd.org
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Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221
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Sent: Tuesday, April 14, 2015 1:21 PM
To: Rigoberto Hinojosa
Cc: Richard Ozuna; Eduardo Olivares; Juan Tapia; mike escaname
Subject: Re: CCD X-RAY IMAGE DETECTOR/JOC PRICE VERIFICATION

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To: "Oscar Garza" <oscar.garza@co.hidalgo.tx.us>, "Richard Ozuna" <richard.ozuna@hidalgoso.org>, "Eduardo Olivares" <eddie.olivarez@hchd.org>
Cc: "Juan Tapia" <juan.tapia@hidalgoso.org>, "mike escaname" <mike.escaname@hchd.org>
Sent: Tuesday, April 14, 2015 1:03:57 PM
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Thank You!

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Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
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AI-49544 **Purchasing Department** **15. H. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rudy Salinas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authorization to enter into a 60-month lease agreement for (1) Connect+1000 & (1) Connect+2000 Digital Mailing Systems with Pitney Bowes, Inc., an awarded vendor through BuyBoard Contract# 407-12 in the amount of $1,517.00 / month. The Lease will commence with the first billing cycle following CC approval.

The lease includes all hardware, software, installation, Hardware & Software Maintenance, Soft-Guard Subscription, and IntelliLink Subscription/Meter Rental.

BACKGROUND

The Hidalgo County Courthouse currently uses an older Pitney Bowes mailing system and this would lock-in the above rate for that period with no additional annual fees and provide a system upgrade.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-60-125-010-0-780

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

BUDGETARY IMPACT:

Attachments

Services Agreement
legal
sheet
contract pricing
proposal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	05/01/2015 09:51 AM

Budget & Management	Veronica Ortiz	05/01/2015 09:57 AM
Manuel Chapa	Veronica Ortiz	05/01/2015 03:36 PM
Glinda Pacheco	Glinda Pacheco	05/01/2015 03:40 PM
Auditor's Office	Monica Badillo	05/01/2015 03:43 PM

Form Started By: Rudy Salinas Started On: 04/30/2015 03:49 PM

Final Approval Date: 05/01/2015

PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE BUYBOARD CONTRACT #407-12

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE		746000717
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)
PO BOX 1356	EDINBURG	TX 78540-1356
Billing Address: Street	City	State Zip+4
	( ) ext	15611451863
Billing Contact Name	Billing Contact Phone #	Billing CAN #
100 N CLOSNER BLVD FL 1 MAIL ROOM	EDINBURG	TX 78539-3523
Installation Address *(If different from billing address)* : Street	City	State Zip+4
Daniel Flores	(956) 289 7850 ext ____	41882640208
Installation Contact Name	Installation Contact Phone #	Installation CAN #

Fiscal Period *(from - to)* | Customer PO # | Delivery CAN #

Your Business Needs

Qty		Business Solution Description
		Mail Stream Solution - 1
1	#	Connect+ 1000 Series
1		Connect+ Series Meter
1		Connect+ Laser Printer Enabled
1		130 LPM Feature
1		5 lb Interfaced Weighing
1		Connect+ Analytics (Max 500 Accounts)
1		e-Return Receipt Feature
1		Black Graphics Upgrade
1		10 in. Display – Standard Apps Center
1	#	Connect+ Mono Printer
		Additional Items on following page

Check items to be included in customer's payment

[X] **Service Level Agreement**
Tier 1 - Provides repair and maintenance service for equipment ('Standard SLA')

Connect+® Advantage - *Eligible items are indicated by #*

[X] **Software Maintenance (additional terms apply) -** *Provides revision updates & technical assistance*
Tier 1 - Basic Software Maintenance

[X] **Soft-Guard® Subscription -** *Provides postal and carrier updates*
If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PBI's current rates.

[X] **IntelliLink® Subscription/ Meter Rental -** *Provides simplified billing and includes postage resets*
(x) Value Based Services
( ) Purchase Power® credit line

[ ] **Permit Mail Payment Service** - *Allows you to consolidate permit postage with metered postage under one account.* As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service.

[ ] **YES PBGFS ValueMAX® Program**
(x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)

Your Payment Plan

Number Of Months		Monthly Amount	Billed Quarterly At*
First	60	$1,517	$4,551

**Does not include any applicable taxes.*

( ) Required advance check of $( ) received
Tax Exempt# State Tax *(If applicable)*
( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at www.pb.com/terms and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.

Customer Signature	Date	
Judge Ramon Garcia	County Judge	daniel.flores@co.hidalgo.tx.
Print Name	Title	Email Address

Sales Information

Stanford Todd	059	
Account Rep Name	District Office	PBGFS Acceptance

PBGFS SLG FMV Lease Agreement (Version 2/13)
©2012 Pitney Bowes Inc. All rights reserved. Pitney Bowes Connect+, Soft-Guard, IntelliLink, Purchase Power and ValueMax are registered trademarks owned by Pitney Bowes Inc.

PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE		746000717	
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	City	State	Zip+4
	(___) ___ ____ ext ____	15611451863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N CLOSNER BLVD FL 1 MAIL ROOM	EDINBURG	TX	78539-3523
Installation Address *(If different from billing address)* : Street	City	State	Zip+4
Daniel Flores	(956) 289 7850 ext ____	41882640208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	

Fiscal Period *(from - to)*	Customer PO #
	Delivery CAN #

Your Business Needs

1		Connect+ Drop Stacker
1		Connect+ VBS Training
1		Connect+ VBS Welcome Kit
1		pbSmartPostage Free
1		Barcode Scanner
1		IntelliLink Subscription
1		Differential Weighing for 2 lb, 5 lb, or 10 lb Scale
1		15lb Scale Platform/Stand
1		Wireless Keyboard
1	#	Laser Printer
		Additional Items on following page

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PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT
STATE & LOCAL FAIR MARKET VALUE LEASE

Agreement Number

Your Business Information

HIDALGO COUNTY COURTHOUSE		746000717	
Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
PO BOX 1356	EDINBURG	TX	78540-1356
Billing Address: Street	City	State	Zip+4
	(___) _____ ext ____	15611451863	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
100 N CLOSNER BLVD FL 1 MAIL ROOM	EDINBURG	TX	78539-3523
Installation Address *(If different from billing address)* : Street	City	State	Zip+4
Daniel Flores	(956) 289 7850 ext ____	41882640208	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period *(from - to)*	Customer PO #	Delivery CAN #	

Your Business Needs

		SendSuite Xpress - 2
1		SendSuite Xpress Postal Manager- Software only - USPS Met
1		Connect+ SendSuite Interface
1		USPS Std A Bulk Manifesting
1		USPS Domestic Rates
1		USPS International Rates
1		USPS Automation / Non Automation Rates
1		USPS Mixed Mail Manifest (Single Piece)
1		USPS 4th Class DBMC Manifesting (required for T218)
1		USPS Std A Non-Profit Rates
		Additional Items on following page

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Installation Contact Name	Installation Contact Phone #	Installation CAN #	

Fiscal Period *(from - to)*	Customer PO #
	Delivery CAN #

Your Business Needs

1		USPS International Manifesting
1		Basic Operator Training - up to 4 Hrs (2 Operators)
1		Project Management
1		Installation Project Level 1
		Single Workstation 1
1		100 lb. Tabletop Scale
1		Low to Mid Volume 4in. Adhesive Label Printer
1		PC w/ Flat Panel Monitor
1		Continuous Labels Supply for Low to Mid Volume Printer
1		Payment Service Activation Call
		Additional Items on following page

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Installation Contact Name	Installation Contact Phone #	Installation CAN #	

Fiscal Period *(from - to)*	Customer PO #
	Delivery CAN #

Your Business Needs

		Mail Stream Solution - 2
1	#	Connect+ 2000 Series
1		Connect+ Series Meter
1		Connect+ Laser Printer Enabled
1		130/70 LPM Feature
1		15 lb Interfaced Weighing (Scale/Stand behind unit)
1		Connect+ Analytics (Max 500 Accounts)
1		Color Graphics Printing
1		e-Return Receipt Feature
1		INVIEW Custom Reports and Training
		Additional Items on following page

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Your Business Needs

1		10 in. Display – Standard Apps Center
1		INVIEW MMS Custom Reports
1	#	Connect+ 2000 Color Printer
1	#	Connect+ Power Stacker
1		Connect+ VBS Training
1		Connect+ VBS Welcome Kit
1		pbSmartPostage Free
1		Barcode Scanner
1		IntelliLink Subscription
1		Differential Weighing for 15 lb or 30 lb Scale
		Additional Items on following page

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Your Business Needs

1		15lb Scale Platform/Stand
1		Power Stacker Portrait Flats Kit
1		Wireless Keyboard
1	#	Laser Printer
1		Connect+ Series Console with Scale Stand
1		Additional Scale Stand for Connect+ Series Console
1		Console Extension Kit
1		INVIEW Dashboard – Two+ Sites (All Systems)
1		INVIEW Dashboard – Up to 5 Meters
1		INVIEW Subscription
		Additional Items on following page

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Your Business Needs

1		INVIEW Dashboard Set-Up & Training
		SendSuite Xpress - 1
1		SendSuite Xpress Postal Manager- Software only - USPS Met
1		Connect+ SendSuite Interface
1		USPS Std A Bulk Manifesting
1		USPS Domestic Rates
1		USPS International Rates
1		USPS Automation / Non Automation Rates
1		USPS Mixed Mail Manifest (Single Piece)
1		USPS 4th Class DBMC Manifesting (required for T218)
		Additional Items on following page

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1		Installation Project Level 1
		Single Workstation 1
1		100 lb. Tabletop Scale
1		Low to Mid Volume 4in. Adhesive Label Printer
1		PC w/ Flat Panel Monitor
1		Continuous Labels Supply for Low to Mid Volume Printer

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Zimbra **rudy.salinas1@co.hidalgo.tx.us**

RE: Pitney Bowes Service Agreement

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, May 04, 2015 01:19 PM

Subject : RE: Pitney Bowes Service Agreement

To : 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>

Cc : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'victor garza' <victor.garza@da.co.hidalgo.tx.us>, 'isaac sulemana' <isaac.sulemana@da.co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Mr. Salinas,

I have reviewed the Pitney Bowes Service Agreement provided and approve as to form.

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

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****

From: Rudy Salinas [mailto:rudy.salinas1@co.hidalgo.tx.us]
Sent: Monday, May 04, 2015 9:54 AM
To: josephine ramirez
Cc: Darlene H. Betancourt; Martha Salazar; victor garza; isaac sulemana
Subject: Re: Pitney Bowes Service Agreement

Ms. Ramirez, Good Morning!

I apologize for the incomplete documentation. Please see attached for page 2 of 2 of the Service Agreement.

Thank You,

2015 Capital Lease Versus Operating Lease Test

Tab	CC Date	Dept No.	Install Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Mo.'s	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
											1	2	3a	3b	4a	4b	
1	1/20/2015				Court At Law #7	269529	DIR-1674		MP C4503	$127.84	N	N	48	60	$6,136.32	$5,103.00	Capital Lease
2	3/3/2015	130			Elections	269560	DIR-1674		MP 7502SP	$300.57	N	N	48	60	$14,427.36	$11,999.00	Capital Lease
3	3/17/2015	90			Dist Clk for 449th	270914	DIR-1674		MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
4	3/17/2015	90			Dist Clk for 430th	270914	DIR-1674		MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
5	3/17/2015	90			Dist Clk Basement	270914	DIR-1674		MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
6	3/17/2015	110			Public Affairs	272271	DIR-1674		MP C4503	$148.37	N	N	48	60	$7,121.76	$5,923.00	Capital Lease
7	3/17/2015	110	4/24/2015		Public Affairs	268578	DIR-1664		3051ci	$136.72	N	N	36	60	$4,921.92	$5,889.00	Operating Lease
8	3/31/2015	124			PCT #4	272864	DIR-1674		MPC5503	$223.31	N	N	48	60	$10,718.88	$8,915.00	Capital Lease
9	5/5/2015	125			County Courthouse	276347	407-12		Mailing System	$1,517.00	N	N	60	60	$91,020.00	$43,815.12	Capital Lease
10	5/19/2015	240			Human Services	275489	DIR-1674		MP7502SP	$359.02	N	N	36	60	$12,924.72	$11,771.00	Capital Lease
11															$0.00		
12															$0.00		
13															$0.00		
14															$0.00		
15															$0.00		
16															$0.00		
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29															$0.00		
30															$0.00		
31															$0.00		
32															$0.00		

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Address Software	MTSA	PrecisionTrack Basic Service	$175.00	$146.88	16%	N/A	N/A	$415.00	$39.00	$44.00	$43.00	$42.00
Address Software	WSAP	AddressRight Pro	$800.00	$669.12	16%	N/A	N/A	$1,690.00	$159.00	$180.00	$176.00	$173.00
Address Software	WSAX	AddressRight Pro with Address Quality Enhancements	$1,800.00	$1,468.80	18%	N/A	N/A	$1,690.00	$159.00	$205.00	$195.00	$189.00
Address Software	WSMW	Mixed Weights Feature	$1,200.00	$1,028.16	14%	N/A	N/A	$1,050.00	$99.00	$132.00	$125.00	$120.00
Address Software	WSPA	Palletization Feature	$2,200.00	$1,884.96	14%	N/A	N/A	$1,050.00	$99.00	$158.00	$145.00	$138.00
Address Software	WSPS	Package Services Feature	$1,200.00	$1,028.16	14%	N/A	N/A	$1,050.00	$99.00	$132.00	$125.00	$120.00
Addressing	WPD8	x1 Install Additional Component	$330.00	$283.56	14%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Addressing	WPWS	X1 ENVELOPE FEED KIT	$600.00	$514.08	14%	N/A	N/A	N/A	N/A	$17.00	$13.00	$11.00
Addressing Option	1F0P	PDP Rates Module	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Addressing Option	G396039	5250 Protocol Converter	$1,350.00	$1,156.68	14%	N/A	N/A	N/A	N/A	$37.00	$29.00	$24.00
Addressing Option	W406	Compaq 15 in. Flat Panel	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Addressing Peripherals	DF9T	IFDT Feeder	$5,595.00	$4,794.00	14%	$264.00	$25.00	N/A	N/A	$168.00	$136.00	$117.00
Addressing Printer	DA8X	Green DA80F High Speed Fixed Head Printer Factory Certified	$7,895.00	$6,764.64	14%	$852.00	$80.00	N/A	N/A	$266.00	$226.00	$201.00
Addressing Printer	DA9X	Green DA95F High Speed Fixed Head Printer Factory Certified	$16,095.00	$13,790.40	14%	$672.00	$63.00	N/A	N/A	$474.00	$385.00	$330.00
Addressing Printer	SFCD	List Management: DA300 Printer / SmartMailer Premium w/SPR / Verimove Net 360K	$10,150.00	$8,696.52	14%	N/A	N/A	N/A	N/A	$273.00	$213.00	$176.00
Addressing Software	MTP5	PrecisionTrack Additional Site License	$700.00	$599.76	14%	N/A	N/A	N/A	N/A	$19.00	$15.00	$13.00
Addressing Software	MTSB	PrecisionTrack Basic Plus Service	$295.00	$252.96	14%	N/A	N/A	N/A	N/A	$8.00	$7.00	$6.00
Addressing Software	WPR0	Document Processing Project Management	$925.00	$792.54	14%	N/A	N/A	N/A	N/A	$25.00	$20.00	$17.00
Addressing Training	DASE	Printer Head Training	$105.00	$90.78	14%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Arrival	J542	Counter Signature Pad Plus Includes Magnetic Strip Reader	$1,995.00	$1,708.50	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
Arrival	J596021	Arrival TA Plus - Single	$475.00	$406.98	14%	N/A	N/A	N/A	N/A	$13.00	$10.00	$9.00
Arrival	SSY1	SendSuite Live PlanetPress/eRR Only License (1)	$9,000.00	$7,711.20	14%	N/A	N/A	$1,620.00	$153.00	$395.00	$342.00	$309.00
Arrival	SSY2	SendSuite Live PlanetPress/eRR Only License (2)	$15,000.00	$12,852.00	14%	N/A	N/A	$2,700.00	$254.00	$657.00	$568.00	$514.00
Arrival	SSYC	SendSuite Live PlanetPress/eRR Only License (100)	$100,000.00	$85,680.00	14%	N/A	N/A	$18,000.00	$1,691.00	$4,373.00	$3,782.00	$3,422.00
Arrival	SSYE	SendSuite Live PlanetPress/eRR Only License (Enterprise)	$100,000.00	$85,680.00	14%	N/A	N/A	$18,000.00	$1,691.00	$4,373.00	$3,782.00	$3,422.00
Arrival	SSYL	SendSuite Live PlanetPress/eRR Only License (50)	$90,000.00	$77,112.00	14%	N/A	N/A	$16,200.00	$1,522.00	$3,936.00	$3,404.00	$3,080.00
Arrival	SSYT	SendSuite Live PlanetPress/eRR Only License (25)	$75,000.00	$64,260.00	14%	N/A	N/A	$13,500.00	$1,268.00	$3,280.00	$2,836.00	$2,567.00
Arrival	SSYV	SendSuite Live PlanetPress/eRR Only License (5)	$30,000.00	$25,704.00	14%	N/A	N/A	$5,400.00	$508.00	$1,313.00	$1,136.00	$1,028.00
Arrival	SSYX	SendSuite Live PlanetPress/eRR Only License (10)	$50,000.00	$42,840.00	14%	N/A	N/A	$9,000.00	$846.00	$2,187.00	$1,892.00	$1,712.00
Arrival	T25B	SendSuite Express Postal Manager - Software only - USPS Meter Rates - Requires TS1A	$4,580.00	$3,923.94	14%	N/A	N/A	$275.00	$26.00	$149.00	$122.00	$106.00
Arrival	T25C	SendSuite Express 300 - Can add any Three Carriers - Requires TS1A	$5,380.00	$4,609.38	14%	N/A	N/A	$474.00	$45.00	$190.00	$158.00	$139.00
Arrival	T25D	SendSuite Express 400 - Can add any Four Carriers - Requires TS1A	$6,580.00	$5,637.54	14%	N/A	N/A	$474.00	$45.00	$222.00	$183.00	$159.00
Arrival	T25E	SendSuite Express 500 - All Carriers, Networking and Simple - Requires TS1A	$7,780.00	$6,665.70	14%	N/A	N/A	$798.00	$75.00	$284.00	$238.00	$210.00
Arrival	T2X1	SS Tracking Single Site Unlimited Users	$8,615.00	$7,380.72	14%	N/A	N/A	$1,288.00	$121.00	$353.00	$302.00	$271.00
Arrival	T2X2	Hosted SS Tracking Single Site Unlimited Users - Requires either VSZN or VSZP for commercial and VPH1 for government accts	$8,615.00	$7,380.72	14%	N/A	N/A	$1,288.00	$121.00	$353.00	$302.00	$271.00
Arrival	T2X3	Upgrade SS Arrival Software Only to SS Tracking Single Site Unlimited Users	$4,615.00	$3,953.52	14%	N/A	N/A	$724.00	$68.00	$192.00	$165.00	$148.00
Arrival	T2X4	Upgrade SS Arrival Software Only to Hosted SS Tracking Single Site Unlimited Users - Requires either VSZN or VSZP for commercial and VPH1 for government accts	$2,000.00	$1,713.60	14%	N/A	N/A	$724.00	$68.00	$122.00	$110.00	$103.00
Arrival	T513	Install software on customer's PC; required if installing Arrival on customer-provided PC. Include one charge per PC.	$395.00	$282.54	28%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Arrival	T514	Arrival Basic Application Training - 4 hours on-site. Order if needed for additional trainees or special application.	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Arrival	T515	Advanced Training	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Arrival	T516	Special Services	$1,100.00	$785.40	29%	N/A	N/A	N/A	N/A	$25.00	$20.00	$16.00
Arrival	T517	Consulting Services	$1,100.00	$785.40	29%	N/A	N/A	N/A	N/A	$25.00	$20.00	$16.00
Arrival	T518	Arrival Client Server remote site installation and training. Includes Arrival Client Server remote software and up to 4 hours training at remote site. Must order 1 T518 per remote location connected to an Arrival Client Server system.	$1,320.00	$942.48	29%	N/A	N/A	N/A	N/A	$30.00	$23.00	$20.00
Arrival	T52C	Arrival Law Enforcement Client Server Edition, 5 Users, EMA/SMA as T52A T52B	$12,540.00	$8,953.56	29%	N/A	N/A	$1,133.00	$107.00	$388.00	$326.00	$288.00
Arrival	T52D	Arrival Law Enforcement Client Server Edition, 10+ Users	$18,540.00	$15,128.64	18%	N/A	N/A	$1,648.00	$155.00	$629.00	$525.00	$461.00
Arrival	T52P	SPECIAL: Arrival Client Server 5 Client System	$11,940.00	$10,230.60	14%	N/A	N/A	N/A	N/A	$321.00	$250.00	$207.00
Arrival	T531	J693 High Speed Thermal 4" Label Printer	$2,195.00	$1,879.86	14%	$299.00	$28.00	N/A	N/A	$78.00	$67.00	$61.00
Arrival	T534	1E08 Laser Printer	$695.00	$581.40	16%	$127.00	$12.00	N/A	N/A	$27.00	$24.00	$22.00
Arrival	T536	1E03 4" Label Printer	$995.00	$852.72	14%	$168.00	$16.00	N/A	N/A	$38.00	$33.00	$31.00
Arrival	T537	Arrival Live Application Support	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Arrival	T538	J530 Tracking Assistant Portable Printer (Requires J580/J582)	$1,385.00	$1,186.26	14%	$134.00	$13.00	N/A	N/A	$47.00	$39.00	$35.00
Arrival	T539	J779 Cordless Scanner	$2,295.00	$1,965.54	14%	$313.00	$30.00	N/A	N/A	$82.00	$71.00	$64.00
Arrival	T542	J774 Scanner	$2,400.00	$2,056.32	14%	$264.00	$25.00	N/A	N/A	$82.00	$70.00	$62.00
Arrival	T543	Arrival Web Cam (718-5)	$245.00	$209.10	15%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Arrival	T544	J620 Graphics Printer	$895.00	$337.62	15%	$60.00	$6.00	N/A	N/A	$15.00	$14.00	$12.00

2450 X2 50-74

Priced for 80

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Arrival	T6P1	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1 day	$1,575.00	$1,125.06	29%	N/A	N/A	N/A	N/A	$36.00	$28.00	$23.00
Arrival	T6P2	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 10 days	$15,750.00	$11,245.50	29%	N/A	N/A	N/A	N/A	$352.00	$275.00	$228.00
Arrival	T6P3	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 20 days	$31,500.00	$22,491.00	29%	N/A	N/A	N/A	N/A	$704.00	$549.00	$455.00
Arrival	T6P4	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1/2 day	$925.00	$774.18	16%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Arrival	T6P5	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1 day	$1,850.00	$1,547.34	16%	N/A	N/A	N/A	N/A	$49.00	$38.00	$32.00
Arrival	T6P6	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 10 days	$18,500.00	$13,209.00	29%	N/A	N/A	N/A	N/A	$414.00	$323.00	$267.00
Arrival	T6P7	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 20 days	$37,000.00	$26,418.00	29%	N/A	N/A	N/A	N/A	$827.00	$645.00	$534.00
Arrival	T762	TA+ Wince Device	$2,495.00	$2,137.92	14%	$362.40	$34.00	N/A	N/A	$90.00	$79.00	$72.00
Arrival	TRMH	Hosted SS Tracking Multiple Sites Unlimited Users - Requires either VSZN or VSZP for commercial and VPH1 for government accts	$17,225.00	$14,758.38	14%	N/A	N/A	$2,580.00	$243.00	$705.00	$604.00	$542.00
Arrival	TRMM	SS Tracking Multiple Sites Unlimited Users	$17,225.00	$14,758.38	14%	N/A	N/A	$2,580.00	$243.00	$705.00	$604.00	$542.00
Arrival	TRUH	Upgrade SS Arrival Client Server to Hosted SS Tracking Multiple Sites Unlimited Users - Requires either VSZN or VSZP for commercial and VPH1 for government accts	$4,000.00	$3,427.20	14%	N/A	N/A	$1,656.00	$156.00	$264.00	$240.00	$226.00
Arrival	TSS5	Belt Clip Replacement	$20.00	$17.34	13%	N/A	N/A	N/A	N/A	$1.00	$1.00	$1.00
Arrival	TSS6	Replacement Battery for J592	$125.00	$107.10	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Arrival - Add-On	T5FM	Manifest Module (Can only be used with J580/J582 Scanner); included 1/1/02	$0.00	$0.00	0%	N/A	N/A	$179.00	$17.00	$17.00	$17.00	$17.00
Arrival - Add-On	T5U1	Upgrade to Client Server from Existing Arrival	$8,500.00	$7,282.80	14%	N/A	N/A	N/A	N/A	$228.00	$178.00	$148.00
Arrival Express	T5EN	Email Notification	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Arrival Express	VS27	PB Backup Services	$0.00	$0.00	0%	N/A	N/A	$395.00	$38.00	$38.00	$38.00	$38.00
Ascent	J540	Counter Signature Pad (Direct Computer Serial Attachment)	$1,995.00	$1,709.52	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
Ascent	J796027	Field Installable PCI Client Network Card-Coax cable only	$300.00	$257.04	14%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Ascent	J796029	Factory Installed PCI Client Network Card Coax cable only	$300.00	$257.04	14%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Ascent	SPPW	Speedee Turnkey Package Management System	$6,680.00	$5,587.56	16%	$667.00	$62.00	$204.00	$20.00	$237.00	$204.00	$183.00
Ascent	T101	Carrier Log 1	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T102	Custom Programmable Carrier -1	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T103	LTL Custom Programmable Carrier	$350.00	$299.88	14%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Ascent	T104	HazMat	$950.00	$813.96	14%	N/A	N/A	N/A	N/A	$26.00	$20.00	$17.00
Ascent	T105	Differential Weighing (Offweight)	$500.00	$428.40	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Ascent	T110	Multi-Workstation Client License	$750.00	$642.60	14%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Ascent	T113	NetQuery	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T116	DOX Link	$1,995.00	$1,709.52	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
Ascent	T118	ODBC Link	$1,295.00	$1,109.76	14%	N/A	N/A	N/A	N/A	$35.00	$28.00	$23.00
Ascent X2 57-82	T124	2.8Ghz Pentium 4 PC Package for Windows XP, Compaq 512MB Ram, 40GB hard drive, CDRW-DVD drive, keyboard, 56K modem, Compaq 10/100 LAN card, PCI expander card, mouse	$2,795.00	$2,337.84	16%	$334.00	$32.00	N/A	N/A	$96.00	$82.00	$74.00
Ascent	T196003	ShipRequest Multi-Pack (5 CDs)	$125.00	$107.10	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Ascent X2 51-76	T209	USPS Std A Bulk Manifesting	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T210	UPS Standard Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T211	UPS HundredWeight	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T212	UPS Non-Manifested Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T213	UPS Drop Shipment Points	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T214	UPS Contract Rates	$1,000.00	$856.80	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Ascent X2 77-52	T215	USPS Domestic Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent X2 78-66	T216	USPS International Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T217	USPS Automation / Non Automation Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T218	USPS Mixed Mail Manifest (Single Piece)	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T219	USPS Drop Shipment Points	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T221	FedEx Ground Multi-Weight	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T222	FedEx Ground Drop Ship	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T230	FedEx Ship Manager	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T241	UPS Zip to Zone	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00

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Ascent	T242	USPS Zip to Zone	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T243	FedEx Ground Zip to Zone	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T245	USPS 4th Class DBMC Manifesting (required for T218)	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T246	UPS Online Plus for PLD Electronic Manifesting	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T265	USPS Std A Non-Profit Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T271	USPS International Manifesting	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T286	SpeeDee	$750.00	$642.60	14%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Ascent	T289	FedEx Onsite Server Drop Shipment Points	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T290	USPS Manifesting Drop Shipment Points	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T291	DHL Plus Drop Shipment Points	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	T293	DHL Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T2AC	StreetSmart Address Cleansing	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T2AF	RDI Feature	$795.00	$680.34	14%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Ascent	T2CB	Add-on CBP/CPP Configure Service	$405.00	$347.82	14%	N/A	N/A	N/A	N/A	$11.00	$9.00	$8.00
Ascent	T2DH	DHL/Airborne Tech	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T2EM	E-Mail Notification	$750.00	$642.60	14%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Ascent	T2MM	USPS Express Mail Manifesting	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Ascent	T2SL	Site License for Desktop Express Plus	$1,650.00	$1,413.72	14%	N/A	N/A	N/A	N/A	$45.00	$35.00	$29.00
Ascent	T2SU	Secure Archive	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Ascent	T313	JB67 149lb Rollertop Scale	$1,695.00	$1,452.48	14%	$256.00	$24.00	N/A	N/A	$62.00	$54.00	$50.00
Ascent	T319	J693 4" Adhesive Label Printer	$2,195.00	$1,880.88	14%	$299.00	$28.00	N/A	N/A	$78.00	$67.00	$61.00
Ascent	T321	1E20 Laser Printer	$695.00	$594.66	14%	$127.00	$12.00	N/A	N/A	$27.00	$24.00	$23.00
Ascent	T322	1E03 4" Label Printer	$995.00	$852.72	14%	$168.00	$16.00	N/A	N/A	$38.00	$33.00	$31.00
Ascent	T330	2D Scannerr/shiprost/scanlink	$1,750.00	$1,499.40	14%	$270.40	$26.00	N/A	N/A	$65.00	$57.00	$52.00
Ascent	T331	ShipRequest Software & 2D Scanner	$1,750.00	$1,463.70	16%	$263.00	$25.00	N/A	N/A	$63.00	$55.00	$50.00
Ascent	T332	J775 2 Dimensional Scanner	$2,400.00	$2,056.32	14%	$263.00	$25.00	N/A	N/A	$82.00	$70.00	$62.00
Ascent	T339	J783 - Cordless Scanner	$2,295.00	$1,966.56	14%	$313.00	$30.00	N/A	N/A	$82.00	$71.00	$64.00
Ascent	T413	Install software on customer's PC; Required if installing Ascent on a customer-provided PC. Include one charge per PC.	$395.00	$282.54	28%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Ascent	T414	Ascent Basic Application Training - 4 hours on-site	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Ascent	T415	Advanced Operator Training - 4 hours on-site	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Ascent	T430	Special Services	$1,100.00	$785.40	29%	N/A	N/A	N/A	N/A	$25.00	$20.00	$16.00
Ascent	T434	Client billing system integration for Legal Industry	$3,150.00	$2,249.10	29%	N/A	N/A	N/A	N/A	$71.00	$55.00	$45.00
Ascent	T437	Ascent Live Application Support	$790.00	$644.64	18%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Ascent	T4A2	Ascent Screen Customization - 2 hours of Service Time	$395.00	$282.54	28%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Ascent	T4A3	Ascent Reports - 4 hours of Service Time	$790.00	$564.06	29%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Ascent	T4A4	Ascent Integration - 4 hours of Service Time	$770.00	$549.78	29%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Ascent	T4M1	Ascent Project Management	$925.00	$774.18	16%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Ascent	T4M2	Ascent Project Management	$1,850.00	$1,547.34	16%	N/A	N/A	N/A	N/A	$49.00	$38.00	$32.00
Ascent	T4M3	Ascent Project Management	$18,500.00	$13,209.00	29%	N/A	N/A	N/A	N/A	$414.00	$323.00	$267.00
Ascent	T4M4	Project Management	$37,000.00	$31,701.60	14%	N/A	N/A	N/A	N/A	$993.00	$774.00	$641.00
Ascent	T4M5	Ascent Project Management	$12,320.00	$8,796.48	29%	N/A	N/A	N/A	N/A	$276.00	$215.00	$178.00
Ascent	T4M6	Ascent Project Management	$18,480.00	$13,194.72	29%	N/A	N/A	N/A	N/A	$413.00	$322.00	$267.00
Ascent	T4M7	Ascent Project Management	$24,640.00	$17,592.96	29%	N/A	N/A	N/A	N/A	$551.00	$430.00	$356.00
Ascent	T4P0	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1/2 day	$790.00	$564.06	29%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Ascent	T4P1	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1 day	$1,575.00	$1,125.06	29%	N/A	N/A	N/A	N/A	$36.00	$28.00	$23.00
Ascent	T4P2	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 10 days	$15,750.00	$11,245.50	29%	N/A	N/A	N/A	N/A	$352.00	$275.00	$228.00
Ascent	T4P3	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 20 days	$31,500.00	$22,491.00	29%	N/A	N/A	N/A	N/A	$704.00	$549.00	$455.00
Ascent	T4P4	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1/2 day	$925.00	$774.18	16%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Ascent	T4P5	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1 days	$1,850.00	$1,547.34	16%	N/A	N/A	N/A	N/A	$49.00	$38.00	$32.00
Ascent	T4P6	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 10 days	$18,500.00	$13,209.00	29%	N/A	N/A	N/A	N/A	$414.00	$323.00	$267.00

USM Catalog

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Ascent	T4P7	LEVEL 2 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 20 days	$37,000.00	$26,418.00	29%	N/A	N/A	N/A	N/A	$827.00	$645.00	$534.00
Ascent	T530	J782 Non contact Programmable Wedge Scanner	$1,495.00	$1,281.12	14%	$236.00	$22.00	N/A	N/A	$56.00	$49.00	$44.00
Ascent	T6P0	LEVEL 1 Installation and integration services including installing all PB hardware, basic system configuration, integration as defined in the SOW, totaling up to 1/2 day	$790.00	$564.06	29%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Ascent	T896001	External USB Adapter	$275.00	$235.62	14%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Ascent	TS10	GSA Power Gummed Tape Dispenser	$895.00	$767.04	14%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Ascent	TS14	J693 4" Continuous Labels Supply Case	$260.00	$223.38	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	TS23	Data Vac	$83.00	$71.40	14%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Ascent	TS30	J693 4" Continuous Thermal Direct Labels Supply Case - Case contains 3 rolls. Case capacity is 18,000" x 4".	$240.00	$206.04	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	TS31	J645 Continuous Thermal Direct Labels Supply Case - Case contains 4 rolls. Case capacity is 7,200" x 4".	$140.00	$120.36	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Ascent	TS32	J692 Continuous Thermal Direct Labels Supply Case - Case contains 3 rolls and 1 transfer ribbon. Case capacity is 23,550" x 4".	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Ascent	TS33	J530 2" Continous Thermal Direct Labels Supply Case - 12 rolls per case. Each roll is 2" wide x 780" long.	$73.00	$62.22	15%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Ascent	TS34	J779 Spare Battery	$113.00	$96.90	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$2.00
Ascent	TS35	J530 Spare Battery	$88.00	$75.48	14%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Ascent	TS36	J530 Soft Carry Case	$77.00	$66.30	14%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Ascent	TS40	928-7 Multi-Function Badges for Inkjet Printers and LobbyTrac	$70.00	$60.18	14%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Ascent	TS47	LobbyTrac Color Badge Printer	$159.00	$136.68	14%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Ascent	TS48	Certified Labels for 1E03 Label Printer	$115.00	$98.94	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$2.00
Ascent	TS58	Tracking Assistant Plus Fabric Holster/Strap - for J592/J595	$72.00	$61.20	15%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Ascent	V316	Forms Printer (Airbill, COD, HazMat)	$1,195.00	$1,024.08	14%	N/A	N/A	N/A	N/A	$33.00	$25.00	$21.00
Ascent	VS96030	Software Meter Interface Expansion Kit (20 ft)	$200.00	$171.36	14%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Ascent	VSDE	Desktop Express Plus Software	$8,295.00	$7,107.36	14%	N/A	N/A	$599.00	$57.00	$280.00	$231.00	$201.00
Ascent	VSDL	Site License for SendSuite Desktop Software	$1,650.00	$1,413.72	14%	N/A	N/A	N/A	N/A	$45.00	$35.00	$29.00
Ascent - Add-On	T1DH	DHL/Airborne Legacy Enabler	$2,000.00	$1,672.80	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Ascent - Add-On	T1FE	Fed Ex Enabler	$2,000.00	$1,672.80	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Ascent - Add-On	T1UP	UPS Enabler	$2,000.00	$1,672.80	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Ascent - Add-On	T234	DHL Contract Rates	$1,000.00	$856.80	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Ascent - Add-On	T2CM	Certified Mail Feature	$895.00	$766.02	14%	N/A	N/A	N/A	N/A	$24.00	$19.00	$16.00
Ascent - Add-On	T2U1	FedEx Software, Win2000 Operating System and Memory Upgrade	$1,535.00	$1,284.18	16%	N/A	N/A	N/A	N/A	$41.00	$32.00	$26.00
Ascent - Add-On	T2U2	FedEx Software, Celeron PC and Monitor	$2,855.00	$2,388.84	16%	$334.00	$32.00	N/A	N/A	$97.00	$83.00	$75.00
Ascent - Add-On	T324	Certified Mail Special: 1E03 4in. Adhesive Label Printer, Certified Mail Labels, and Installation	$1,495.00	$1,281.12	14%	$168.00	$16.00	N/A	N/A	$52.00	$44.00	$39.00
Ascent - Add-On	T327	Certified Mail Solutions: Dedicated J64Z Printer, Certified Mail Labels, and Half Day Professional Services	$990.00	$848.64	14%	$160.00	$15.00	N/A	N/A	$37.00	$33.00	$30.00
Budget Manager	F9BM	Budget Manager Kit for 1D04	$275.00	$235.62	14%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Business Manager	1FAH	IntelliLink Software Feature Code	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager	1FXR	Funds Mgmt Meter Feature Code - DM Series & DM Infinity	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager	BM02	Business Manager Win2000 Remote Site Workstation	$5,895.00	$4,930.68	16%	N/A	N/A	N/A	N/A	$155.00	$121.00	$100.00
Business Manager	BM10	Administrative Win2000 Workstation w/15in. Flat Panel Monitor	$3,250.00	$2,784.60	14%	$431.00	$41.00	$184.00	$18.00	$134.00	$117.00	$108.00
Business Manager	BM11	Reporting Win2000 Workstation w/15in. Flat Panel Monitor	$3,250.00	$2,784.60	14%	$431.00	$41.00	$184.00	$18.00	$134.00	$117.00	$108.00
Business Manager	BM40	PC Data Collector (for Non-DM Series Mailing Systems) Win2000 w/15in. Flat Panel Monitor	$4,795.00	$4,108.56	14%	$431.00	$41.00	$184.00	$18.00	$175.00	$150.00	$134.00
Business Manager	BM41	Receipt Printer	$1,045.00	$874.14	16%	$168.00	$16.00	N/A	N/A	$39.00	$34.00	$31.00
Business Manager	BM42	Barcode Scanner for Data Collector	$1,495.00	$1,250.52	16%	$146.00	$14.00	N/A	N/A	$50.00	$42.00	$38.00
Business Manager	BM44	Barcode Scanner for DM Series/Budger Manager	$1,495.00	$1,250.52	16%	$146.00	$14.00	N/A	N/A	$50.00	$42.00	$38.00
Business Manager	BM45	Monitor Stand	$450.00	$376.38	16%	N/A	N/A	N/A	N/A	$12.00	$10.00	$8.00
Business Manager	BM48	PC Data Collector (for DM Infinity Systems)	$4,995.00	$4,279.92	14%	$431.00	$41.00	$184.00	$18.00	$180.00	$154.00	$138.00
Business Manager	BM52	Client Host w/Flat Panel Monitor	$5,895.00	$5,051.04	14%	$431.00	$41.00	$624.00	$59.00	$246.00	$214.00	$195.00
Business Manager	BMA1	Crystal Reporting	$199.00	$167.28	16%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Business Manager	BMC2	DM Series Interface (DM300C-450C)	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager	BMH1	Bus Mgr Operator Training - Up to 4 Hrs	$790.00	$660.96	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Business Manager	BMH2	Accutrac HT Migration Services	$570.00	$477.36	16%	N/A	N/A	N/A	N/A	$15.00	$12.00	$10.00
Business Manager	BMH3	Bus Mgr Data Conversion Services	$790.00	$660.96	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Business Manager	BMH4	Bus Mgr V2 or V3 to New System Data Migration	$790.00	$660.96	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Business Manager	BMP0	Business Manager Project Mgmt	$925.00	$774.18	16%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Business Manager	BMP1	Business Manager Project Mgmt - Level 1	$1,850.00	$1,547.34	16%	N/A	N/A	N/A	N/A	$49.00	$38.00	$32.00
Business Manager	BMP2	Business Manager Project Mgmt - Level 2	$18,500.00	$15,473.40	16%	N/A	N/A	N/A	N/A	$485.00	$378.00	$313.00
Business Manager	BMP3	Business Manager Project Mgmt - Level 3	$37,000.00	$30,946.80	16%	N/A	N/A	N/A	N/A	$969.00	$756.00	$626.00
Business Manager	BMP4	Business Manager Project Mgmt - Level 4	$9,240.00	$7,728.54	16%	N/A	N/A	N/A	N/A	$242.00	$189.00	$157.00
Business Manager	BMP5	Business Manager Project Mgmt - Level 5	$12,320.00	$10,305.06	16%	N/A	N/A	N/A	N/A	$323.00	$252.00	$209.00

Postage Meter Rentals Meter	Description	BuyBoard Monthly Price	BuyBoard Quarterly Price
K7M0	Mail Station	$18.00	$54.00
PR00-LOW	DM125 meter	$33.00	$99.00
PR00-HIGH	DM225 meter	$35.00	$105.00
G900-LOW	DM300 meter	$40.00	$120.00
G900-MID	DM400 meter	$45.00	$135.00
G900-HIGH	DM475 meter	$50.00	$150.00
1M00-LOW	DM500-DM875 meter - NO NEW SALES PERMITTED	$67.00	$201.00
1M00-HIGH	DM900-DM1100 meter - NO NEW SALES PERMITTED	$74.00	$222.00
1W00-LOW	CONNECT+ 1000/2000 meter	$57.00	$171.00
1W00-HIGH	CONNECT+ 3000 meter	$70.00	$210.00
4W00-LOW	CONNECT+ 1000/2000 meter	$57.00	$171.00
4W00-HIGH	CONNECT+ 3000 meter	$70.00	$210.00
1P0A	KIOSK meter	$100.00	$300.00
1R0T	DMT Meter	$81.00	$243.00
Purchase Power *prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
K7M0	Mail Station	$7.00	$21.00
PR00-LOW	DM125 meter	$7.00	$21.00
PR00-HIGH	DM225 meter	$7.00	$21.00
G900-LOW	DM300 meter	$7.00	$21.00
G900-MID	DM400 meter	$7.00	$21.00
G900-HIGH	DM475 meter	$7.00	$21.00
1M00-LOW	DM500-DM875 meter	$15.00	$45.00
1M00-HIGH	DM900-DM1100 meter	$15.00	$45.00
1W00-LOW	CONNECT+ 1000/2000 meter	$15.00	$45.00
1W00-HIGH	CONNECT+ 3000 meter	$15.00	$45.00
4W00-LOW	CONNECT+ 1000/2000 meter (effective May 1, 2015)	$15.00	$45.00
4W00-HIGH	CONNECT+ 3000 meter (effective May 1, 2015)	$15.00	$45.00
Confirmation Services Subscription *prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
7PR0-LOW	confirmation services for DM125 meter	$7.00	$21.00
7PR0-HIGH	confirmation services for DM225 meter	$7.00	$21.00
G9SS-LOW	confirmation services for DM300 meter	$7.00	$21.00
G9SS-MID	confirmation services for DM400 meter	$7.00	$21.00
G9SS-HIGH	confirmation services for DM475 meter	$7.00	$21.00
1D00-LOW	confirmation services DM500-DM875 meter	$17.00	$51.00
1D00-HIGH	confirmation services DM900-DM1100 meter	$17.00	$51.00
M9SS-LOW	confirmation services for CONNECT+ 1000/2000 meter	$17.00	$51.00
M9SS-HIGH	confirmation services for CONNECT+ 3000 meter	$17.00	$51.00
Electronic Return Receipt Subscription *prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
G9SS-LOW	electronic return receipt for DM300 meter	$21.00	$63.00
G9SS-MID	electronic return receipt for DM400 meter	$21.00	$63.00
G9SS-HIGH	electronic return receipt for DM475 meter	$21.00	$63.00
1D00-LOW	electronic return receipt DM500-DM875 meter	$25.00	$75.00
1D00-HIGH	electronic return receipt DM900-DM1100 meter	$45.00	$135.00
M9SS-LOW	electronic return receipt for CONNECT+ 1000/2000 meter	$25.00	$75.00
M9SS-HIGH	electronic return receipt for CONNECT+ 3000 meter	$25.00	$75.00
Inview Accounting Subscription *prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
NVMA	INVIEW TMR - SINGLE METER	$4.00	$12.00
NVMB	INVIEW TMR - UP TO 2 METERS	$7.00	$21.00
NVMC	INVIEW TMR - UP TO 5 METERS	$15.00	$45.00
NVMD	INVIEW TMR - UP TO 20 METERS	$50.00	$150.00

USM Catalog

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Mail Stream Solution	1FAB	Dept Accounting Enabler	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAC	10 ACCOUNTS	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAD	50 ACCOUNTS	$325.00	$232.56	28%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Mail Stream Solution	1FAE	50 ACCOUNTS	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAF	No Accounting Software	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAL	INVIEW 50 DEPT ACCTING	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAM	INVIEW 100 DEPT ACCTING	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FAN	INVIEW 300 DEPT ACCTING	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FBL	INVIEW 50 Dept Accounting	$325.00	$232.56	28%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Mail Stream Solution	1FBM	INVIEW 100 Dept Accounting	$595.00	$425.34	29%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	1FBN	INVIEW 300 Dept Accounting	$995.00	$832.32	16%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Mail Stream Solution	1FM2	Disable Manual Weight Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FNV	INVIEW Startup Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FR3	USPS Presort Xtra Rates	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FR4	USPS BRM Rates	$495.00	$302.94	39%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	1FS2	SPEC CONFIRMATION SVC	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FW1	Differential Weighing Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FW4	5LB INTEGRATED WEIGHING	$1,645.00	$838.44	49%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Mail Stream Solution	1FW5	15 LB INTERFACED PLATFORM	$2,345.00	$1,195.44	49%	N/A	N/A	N/A	N/A	$38.00	$30.00	$25.00
Mail Stream Solution	1FW6	30 lb Interfaced Weighing - Requires MP30	$2,695.00	$1,373.94	49%	N/A	N/A	N/A	N/A	$44.00	$34.00	$28.00
Mail Stream Solution	1FW7	70 LB INTERFACED PLATFORM	$2,995.00	$1,526.94	49%	N/A	N/A	N/A	N/A	$48.00	$38.00	$31.00
Mail Stream Solution	1FW8	149LB INTERFACED PLATFORM	$4,145.00	$2,113.44	49%	N/A	N/A	N/A	N/A	$67.00	$52.00	$43.00
Mail Stream Solution	1FWF	10LB INTEGRATED WEIGHING	$2,045.00	$1,042.44	49%	N/A	N/A	N/A	N/A	$33.00	$26.00	$22.00
Mail Stream Solution	1FWP	Green 15 lb Integrated Weighing - Factory Certified	$1,695.00	$1,037.34	39%	N/A	N/A	N/A	N/A	$33.00	$26.00	$21.00
Mail Stream Solution	1FWV	5 lb Interfaced Weighing - Requires MW96000	$1,645.00	$838.44	49%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Mail Stream Solution	1FWW	10 lb Interfaced Weighing - Requires MW96000	$2,045.00	$1,042.44	49%	N/A	N/A	N/A	N/A	$33.00	$26.00	$22.00
Mail Stream Solution	1FWX	15 lb Interfaced Weighing - Requires MW96000	$2,345.00	$1,195.44	49%	N/A	N/A	N/A	N/A	$38.00	$30.00	$25.00
Mail Stream Solution	1FX1	Constant Connection	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FX6	Auto Inscriptions	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FXA	DM Interface for INVIEW (one per Mail Machine)	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FY8	95 LPM Feature	$1,295.00	$660.96	49%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	1FY9	70 LPM Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FZ0	Differential Weighing	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	1FZ9	120LPM PERFORMANCE UPG	$1,995.00	$851.70	57%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	1GW2	2LB INTEGRATED WEIGHING	$725.00	$369.24	49%	N/A	N/A	N/A	N/A	$12.00	$10.00	$8.00
Mail Stream Solution	1GW5	5LB INTEGRATED WEIGHING	$1,075.00	$547.74	49%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Mail Stream Solution	1GW9	10LB INTEGRATED WEIGHING	$1,375.00	$700.74	49%	N/A	N/A	N/A	N/A	$22.00	$18.00	$15.00
Mail Stream Solution	771-8	LAN Connection Kit	$49.99	$41.82	16%	N/A	N/A	N/A	N/A	$2.00	$2.00	$1.00
Mail Stream Solution	APA2	100 Dept Accounting	$595.00	$425.34	29%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	APA4	500 Dept Accounting	$1,295.00	$657.90	49%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	APA5	1000 Dept Accounting	$1,445.00	$889.44	38%	N/A	N/A	N/A	N/A	$28.00	$22.00	$18.00
Mail Stream Solution	APA7	2000 Dept Accounting	$1,745.00	$1,246.44	29%	N/A	N/A	N/A	N/A	$40.00	$31.00	$26.00
Mail Stream Solution	APA9	3000 Dept Accounting	$2,245.00	$1,603.44	29%	N/A	N/A	N/A	N/A	$51.00	$40.00	$33.00
Mail Stream Solution	APF8	Connect+ Vertical Market Fonts	$145.00	$104.04	28%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	APF9	Connect+ Creative Fonts	$145.00	$104.04	28%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	APFB	Color Graphics Printing Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APFC	Connect+ WOW Feature	$6,495.00	$4,637.94	29%	N/A	N/A	N/A	N/A	$146.00	$114.00	$94.00
Mail Stream Solution	APFD	Energy Star Enabled	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APFM	MS1 Laser Printer Enabled	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APG2	Connect+ Residual Rates	$995.00	$851.70	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	APSA	130 LPM Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APSB	160 LPM Feature	$745.00	$493.68	34%	N/A	N/A	N/A	N/A	$16.00	$13.00	$10.00
Mail Stream Solution	APSC	180 LPM Feature	$2,495.00	$1,653.42	34%	N/A	N/A	N/A	N/A	$52.00	$41.00	$34.00
Mail Stream Solution	APSD	130/70 LPM Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APSE	160/190 LPM Feature	$1,745.00	$1,156.68	34%	N/A	N/A	N/A	N/A	$37.00	$29.00	$24.00
Mail Stream Solution	APSF	180/110 LPM Feature	$3,995.00	$2,647.92	34%	N/A	N/A	N/A	N/A	$83.00	$65.00	$54.00
Mail Stream Solution	APSG	160/100 LPM Feature	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	APSH	210/130 LPM Feature	$1,495.00	$914.94	39%	N/A	N/A	N/A	N/A	$29.00	$23.00	$19.00
Mail Stream Solution	APSJ	260/160 LPM Feature	$5,995.00	$3,668.94	39%	N/A	N/A	N/A	N/A	$115.00	$90.00	$75.00
Mail Stream Solution	APSK	310/205 LPM Feature	$12,995.00	$7,952.94	39%	N/A	N/A	N/A	N/A	$249.00	$195.00	$161.00
Mail Stream Solution	AWAE	Free Intermediate Seminar	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	AWAF	Airfare for Seminar	$800.00	$669.12	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	AWAT	Advanced Seminar w/o air	$1,295.00	$1,083.24	16%	N/A	N/A	N/A	N/A	$34.00	$27.00	$22.00
Mail Stream Solution	AWFE	Free Basic Seminar	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	AWMM	Basic Mail Management Seminar	$1,295.00	$1,083.24	16%	N/A	N/A	N/A	N/A	$34.00	$27.00	$22.00
Mail Stream Solution	AZBA	Connect+ 1000 Series - Requires AZBE	$6,245.00	$4,140.18	34%	$276.00	$26.00	N/A	N/A	$148.00	$122.00	$105.00
Mail Stream Solution	AZBB	Connect+ 2000 Series - Requires	$11,745.00	$7,786.68	34%	$591.00	$55.00	N/A	N/A	$281.00	$232.00	$202.00

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Mail Stream Solution	AZBC	Connect+ 3000 Series - Requires	$11,495.00	$7,034.94	39%	$1,665.00	$155.00	N/A	N/A	$325.00	$289.00	$267.00
Mail Stream Solution	AZBD	Connect+ Series WOW	$17,245.00	$10,553.94	39%	$1,665.00	$155.00	N/A	N/A	$435.00	$375.00	$338.00
Mail Stream Solution	AZBE	Connect+ Mono Printer	$0.00	$0.00	0%	$341.00	$32.00	N/A	N/A	$22.00	$24.00	$26.00
Mail Stream Solution	AZBF	Connect+ Color Printer	$1,995.00	$1,424.94	29%	$425.00	$40.00	N/A	N/A	$72.00	$65.00	$61.00
Mail Stream Solution	AZBG	Black Graphics Upgrade - Requires APFA	$695.00	$496.74	29%	N/A	N/A	N/A	N/A	$16.00	$13.00	$11.00
Mail Stream Solution	AZBL	Connect+ 2000 Color Printer	$0.00	$0.00	0%	$425.00	$40.00	N/A	N/A	$27.00	$30.00	$32.00
Mail Stream Solution	AZBM	Connect+ 3000 Color Printer	$0.00	$0.00	0%	$425.00	$40.00	N/A	N/A	$27.00	$30.00	$32.00
Mail Stream Solution	AZBR	Connect+ 3000 Pro Non-WOW	$26,990.00	$17,894.88	34%	$2,067.00	$193.00	N/A	N/A	$690.00	$582.00	$517.00
Mail Stream Solution	AZBS	Connect+ 3000 Pro WOW	$32,990.00	$21,872.88	34%	$2,067.00	$193.00	N/A	N/A	$814.00	$679.00	$597.00
Mail Stream Solution	BM4S	Monitor/ PC Floor Stand	$1,125.00	$941.46	16%	N/A	N/A	N/A	N/A	$30.00	$23.00	$20.00
Mail Stream Solution	BM4A	Flat Screen Monitor Mount	$895.00	$748.68	16%	N/A	N/A	N/A	N/A	$24.00	$19.00	$16.00
Mail Stream Solution	BM4B	Flat Screen Monitor Mount Custom Kit	$820.00	$686.46	16%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Mail Stream Solution	BM90	PC Data Collector (for Non DM Series Mailing Systems)	$4,795.00	$4,010.64	16%	N/A	N/A	N/A	N/A	$126.00	$98.00	$82.00
Mail Stream Solution	BMC1	DM Series Interface (DM300C-450C) Requires 1FAH	$995.00	$851.70	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	BMFM	Funds Mgmt Meter Activation - Requires 1FXR	$195.00	$166.26	15%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	BMWA	Business Manager INVIEW Feature (one per Host)	$295.00	$251.94	15%	N/A	N/A	N/A	N/A	$8.00	$7.00	$6.00
Mail Stream Solution	BMZ1	Connect+ BM Interface - Requires 1FAH	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	CSAL	Constant Connection Kit	$195.00	$163.20	16%	N/A	N/A	N/A	N/A	$6.00	$4.00	$4.00
Mail Stream Solution	DA5C	DA50S Black High Speed InkJet Printer	$7,250.00	$5,202.00	28%	$1,116.00	$104.00	N/A	N/A	$233.00	$205.00	$190.00
Mail Stream Solution	DA5X	GREEN DA50S ADR PRINT B/W	$6,235.00	$4,488.00	28%	$1,116.00	$104.00	N/A	N/A	$211.00	$188.00	$175.00
Mail Stream Solution	DA70	DA700 ADDRESSRT PRINTER	$12,995.00	$10,603.92	18%	$1,388.00	$129.00	N/A	N/A	$418.00	$356.00	$319.00
Mail Stream Solution	DA79	High-Speed Conveyer Stacker for DA95F	$3,935.00	$3,210.96	18%	$236.00	$22.00	N/A	N/A	$116.00	$96.00	$83.00
Mail Stream Solution	DA7C	DA70S Black High Speed Inkjet Printer	$16,495.00	$11,934.00	28%	$1,388.00	$129.00	N/A	N/A	$460.00	$389.00	$346.00
Mail Stream Solution	DA7X	GREEN DA70S ADR PRINT B/W	$11,905.00	$8,568.00	28%	$1,388.00	$129.00	N/A	N/A	$355.00	$307.00	$278.00
Mail Stream Solution	DA86	Adjustable High Output Dryer for DA98 Stacker	$1,985.00	$1,619.76	18%	$149.00	$14.00	N/A	N/A	$61.00	$51.00	$45.00
Mail Stream Solution	DA8A	High-Speed Conveyer Stacker for DA80F	$3,765.00	$3,072.24	18%	$236.00	$22.00	N/A	N/A	$112.00	$92.00	$81.00
Mail Stream Solution	DA8N	DA80F High Speed Fixed Head Printer	$10,995.00	$8,971.92	18%	$969.00	$91.00	N/A	N/A	$342.00	$288.00	$255.00
Mail Stream Solution	DA99	Stand for DA98 Stacker	$945.00	$771.12	18%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Mail Stream Solution	DA9K	DA95F High Performance Fixed Head Printer with FeedRight Feeder	$25,455.00	$20,771.28	18%	$1,509.00	$141.00	N/A	N/A	$745.00	$613.00	$533.00
Mail Stream Solution	DA9L	DA95F High Performance Fixed Head Printer with FeedRight Feeder, Stacker, Dryer, and Stand	$31,945.00	$26,067.12	18%	$1,894.00	$176.00	N/A	N/A	$934.00	$769.00	$668.00
Mail Stream Solution	DA9M	DA95F High Performance Fixed Head Printer with Integrated Stacker	$29,485.00	$24,059.76	18%	$1,057.00	$99.00	N/A	N/A	$820.00	$663.00	$567.00
Mail Stream Solution	DA9N	DA95F High Performance Fixed Head Printer	$22,995.00	$18,763.92	18%	$672.00	$63.00	N/A	N/A	$630.00	$506.00	$431.00
Mail Stream Solution	DAPK	Basic Postal Knowledge Training	$790.00	$424.32	46%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	DAPT	AddressRight Printer Training - Advanced	$790.00	$595.68	25%	N/A	N/A	N/A	N/A	$19.00	$15.00	$13.00
Mail Stream Solution	DASC	Stacker Combo: DA98, DA86, and DA99	$6,065.00	$4,949.04	18%	$394.00	$37.00	N/A	N/A	$180.00	$149.00	$130.00
Mail Stream Solution	DAST	AddressRight Printer Installation & Training - Basic	$395.00	$322.32	18%	N/A	N/A	N/A	N/A	$11.00	$8.00	$7.00
Mail Stream Solution	DF10	DF100 OfficeRight Folder	$340.00	$260.10	24%	$32.00	$3.00	N/A	N/A	$11.00	$10.00	$9.00
Mail Stream Solution	DF80	DF800 Folder with Drop Stacker	$4,295.00	$3,592.44	16%	$378.00	$36.00	N/A	N/A	$137.00	$115.00	$102.00
Mail Stream Solution	DF8R	Green DF800 OfficeRight Folder	$2,995.00	$2,504.10	16%	$388.80	$37.00	N/A	N/A	$104.00	$90.00	$81.00
Mail Stream Solution	DF90	DF900 Folder with Conveyor Stacker	$5,495.00	$4,595.10	16%	$567.00	$53.00	N/A	N/A	$180.00	$153.00	$136.00
Mail Stream Solution	DF9C	Cross Fold Kit	$595.00	$497.76	16%	N/A	N/A	N/A	N/A	$16.00	$13.00	$11.00
Mail Stream Solution	DF9R	Green DF900 OfficeRight Folder	$3,995.00	$3,341.52	16%	$583.20	$55.00	N/A	N/A	$142.00	$124.00	$112.00
Mail Stream Solution	DFCS	CS88- Conveyor Stacker	$795.00	$664.02	16%	$57.00	$6.00	N/A	N/A	$25.00	$22.00	$19.00
Mail Stream Solution	DFHC	High Capacity Stacker Extension	$295.00	$245.82	17%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Mail Stream Solution	DI22	OfficeRight DI22 2 Station (Includes Installation and Training)	$3,965.00	$3,235.44	18%	$384.00	$36.00	N/A	N/A	$126.00	$106.00	$95.00
Mail Stream Solution	DI23	OfficeRight DI23 3 Station (Includes Installation and Training)	$5,665.00	$4,622.64	18%	$384.00	$36.00	N/A	N/A	$169.00	$140.00	$123.00
Mail Stream Solution	DI2R	Green OfficeRight DI200 (2) Station w/Training & Installation - Factory Certified	$2,925.00	$2,330.70	20%	$384.00	$36.00	N/A	N/A	$97.00	$84.00	$77.00
Mail Stream Solution	DI3F	1 Station DI380 without OMR	$7,345.00	$5,993.52	18%	$1,169.00	$109.00	N/A	N/A	$261.00	$229.00	$210.00
Mail Stream Solution	DI3H	3 Station DI380 without OMR	$12,620.00	$10,297.92	18%	$1,169.00	$109.00	N/A	N/A	$396.00	$334.00	$297.00
Mail Stream Solution	DI4G	3 Station DI425 without OMR	$15,395.00	$12,562.32	18%	$1,256.00	$117.00	N/A	N/A	$472.00	$395.00	$348.00
Mail Stream Solution	DI53	DI500 3 STATION INSERTER	$17,995.00	$14,683.92	18%	$1,906.00	$178.00	N/A	N/A	$579.00	$493.00	$440.00
Mail Stream Solution	DI5A	DI500 3 Station, 2 Sheet Feeders, 1 Insert Feeder, 60" Table with Lock	$19,590.00	$15,985.44	18%	$1,906.00	$178.00	N/A	N/A	$620.00	$525.00	$466.00
Mail Stream Solution	DI5C	DI500 4STA OP TRAIN W/O OMR	$18,995.00	$15,499.92	18%	$1,906.00	$178.00	N/A	N/A	$605.00	$513.00	$457.00
Mail Stream Solution	DI5D	DI500 5STA OP TRAIN W/O OMR	$20,995.00	$17,131.92	18%	$1,906.00	$178.00	N/A	N/A	$656.00	$553.00	$490.00
Mail Stream Solution	DI5E	DI500 6STA OP TRAIN W/O OMR	$22,995.00	$18,763.92	18%	$1,906.00	$178.00	N/A	N/A	$707.00	$592.00	$523.00
Mail Stream Solution	DI5X	Green DI500 3 Station - Factory Certified	$12,595.00	$10,277.52	18%	$1,906.00	$178.00	N/A	N/A	$441.00	$385.00	$351.00
Mail Stream Solution	DI64	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders	$21,045.00	$17,172.72	18%	$1,906.00	$178.00	N/A	N/A	$657.00	$554.00	$490.00
Mail Stream Solution	DI65	DI600 5 Station, 4 Sheet Feeders, 1 Insert Feeder	$23,595.00	$19,253.52	18%	$1,906.00	$178.00	N/A	N/A	$722.00	$604.00	$532.00
Mail Stream Solution	DI66	DI600 6 STATION INSERTER	$25,825.00	$21,073.20	18%	$1,906.00	$178.00	N/A	N/A	$779.00	$649.00	$569.00
Mail Stream Solution	DI6A	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders, 60" Table with Lock	$21,545.00	$17,580.72	18%	$1,906.00	$178.00	N/A	N/A	$670.00	$563.00	$499.00
Mail Stream Solution	DI6B	DI600 6 Station, 4 Sheet Feeders, 2 Insert Feeders, 72" Table with Lock	$26,825.00	$21,889.20	18%	$1,906.00	$178.00	N/A	N/A	$805.00	$669.00	$586.00
Mail Stream Solution	DI6C	DI600 4 Station, 2 Sheet Feeders, 2 Insert Feeders, 60" Table	$22,470.00	$18,335.52	18%	$1,906.00	$178.00	N/A	N/A	$693.00	$582.00	$514.00
Mail Stream Solution	DI6G	DI600 6 Station, with 60" Table (DIT2)	$27,250.00	$22,236.00	18%	$1,906.00	$178.00	N/A	N/A	$815.00	$677.00	$593.00
Mail Stream Solution	DI6X	Green DI600 4 Station - Factory Certified	$14,735.00	$12,023.76	18%	$1,906.00	$178.00	N/A	N/A	$496.00	$428.00	$386.00
Mail Stream Solution	DI6Y	Green DI600 5 Station - Factory Certified	$16,495.00	$13,459.92	18%	$1,906.00	$178.00	N/A	N/A	$541.00	$463.00	$415.00

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (Includes equipment, SLA, SMA)	48 month lease payment (Includes equipment, SLA, SMA)	60 month lease payment (Includes equipment, SLA, SMA)
Mail Stream Solution	DI6Z	Green DI600 6 Station - Factory Certified	$18,075.00	$14,749.20	18%	$1,906.00	$178.00	N/A	N/A	$581.00	$494.00	$441.00
Mail Stream Solution	DI90	DI900 Inserting System: 4 Feeder Tower	$37,095.00	$22,702.14	39%	$2,701.00	$251.00	N/A	N/A	$879.00	$743.00	$660.00
Mail Stream Solution	DI95	DI950 Inserting System: 4 Feeder Tower	$43,695.00	$26,741.34	39%	$3,367.00	$313.00	N/A	N/A	$1,047.00	$888.00	$792.00
Mail Stream Solution	DI9C	DI950: Enhanced Base System	$60,000.00	$36,720.00	39%	$4,476.00	$416.00	N/A	N/A	$1,428.00	$1,208.00	$1,075.00
Mail Stream Solution	DI9J	DI950: 4 Feeder Tower, High Capacity Sheet Feeder, 90" Table	$52,895.00	$32,371.74	39%	$4,068.00	$378.00	N/A	N/A	$1,266.00	$1,074.00	$957.00
Mail Stream Solution	DIBB	OptiFlow Belt Stacker with Install to Height Stand	$3,295.00	$2,016.54	39%	$175.00	$17.00	N/A	N/A	$76.00	$63.00	$55.00
Mail Stream Solution	DIBD	OptiFlow Tandem Belt Stacker with Install to Height Stand, In Line	$5,000.00	$3,060.00	39%	$175.00	$17.00	N/A	N/A	$108.00	$88.00	$76.00
Mail Stream Solution	DIBF	OptiFlow Belt Stacker with Install to Height Stand	$3,295.00	$2,756.04	16%	$175.00	$17.00	N/A	N/A	$99.00	$81.00	$70.00
Mail Stream Solution	DIBX	2nd Stacker 4 Tandem Belt Stacker	$0.00	$0.00	0%	$175.00	$17.00	N/A	N/A	$12.00	$13.00	$14.00
Mail Stream Solution	DIHS	Non-Contact Keyboard Wedge Scanner	$1,495.00	$914.94	39%	$248.00	$24.00	N/A	N/A	$45.00	$41.00	$39.00
Mail Stream Solution	DIPX	Process Verification Connection Kit for Multiple Inserters	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Mail Stream Solution	DIPS	OptiFlow Power Stacker	$1,495.00	$1,250.52	16%	$130.00	$13.00	N/A	N/A	$49.00	$41.00	$37.00
Mail Stream Solution	DIPV	Process Verification w/Adapter Kit, PC, and Monitor	$8,400.00	$7,025.76	16%	$418.00	$39.00	N/A	N/A	$246.00	$202.00	$174.00
Mail Stream Solution	DIPW	Process Verification Software	$5,400.00	$4,516.56	16%	N/A	N/A	$360.00	$34.00	$176.00	$145.00	$126.00
Mail Stream Solution	DIPY	Production Reports Package (Includes Monitor, PC & Connection Kit)	$5,000.00	$4,182.00	16%	$410.00	$39.00	N/A	N/A	$157.00	$133.00	$117.00
Mail Stream Solution	DIPZ	Production Reports Software (software only)	$3,000.00	$2,570.40	14%	$320.00	$30.00	N/A	N/A	$101.00	$86.00	$76.00
Mail Stream Solution	DIRM	Flat Screen Monitor Mount and PC Storage Bin for Integrated Document Printing	$950.00	$581.40	39%	N/A	N/A	N/A	N/A	$19.00	$15.00	$12.00
Mail Stream Solution	DIRS	OptiFlow Power Stacker	$1,495.00	$1,250.52	16%	$130.00	$13.00	N/A	N/A	$49.00	$41.00	$37.00
Mail Stream Solution	DIT0	Height Adjustable Table, 72" w/Shelf and Locking Doors	$1,795.00	$1,501.44	16%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Mail Stream Solution	DIT1	Height Adjustable Table, 60" w/Shelf and Locking Doors	$2,150.00	$1,407.60	35%	N/A	N/A	N/A	N/A	$45.00	$35.00	$29.00
Mail Stream Solution	DIT2	Height Adjustable Table, 60" w/Shelf	$1,850.00	$1,254.60	32%	N/A	N/A	N/A	N/A	$40.00	$31.00	$26.00
Mail Stream Solution	DIT8	Height Adjustable Table, 60", No Doors	$3,425.00	$1,616.70	53%	N/A	N/A	N/A	N/A	$51.00	$40.00	$33.00
Mail Stream Solution	DIT9	Height Adjustable Table, 90" No Doors	$4,450.00	$1,785.00	60%	N/A	N/A	N/A	N/A	$56.00	$44.00	$37.00
Mail Stream Solution	DITA	Installation and Training for Stackers	$215.00	$175.44	18%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	DITB	DI500/DI600 Installation and Operator Training	$545.00	$444.72	18%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	DITC	DI500/DI600 Mail Run Assistance	$435.00	$354.96	18%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	DITD	DI500/DI600 OMR Installation and Operator Training	$765.00	$624.24	18%	N/A	N/A	N/A	N/A	$20.00	$16.00	$13.00
Mail Stream Solution	DITM	Height Adjustable Table, 60" w/ Locking Doors	$3,650.00	$1,785.00	51%	N/A	N/A	N/A	N/A	$56.00	$44.00	$37.00
Mail Stream Solution	DITR	3rd Leg Table Extension	$3,275.00	$1,122.00	66%	N/A	N/A	N/A	N/A	$36.00	$28.00	$23.00
Mail Stream Solution	DITS	Scanning Install/training	$545.00	$362.10	34%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	DITT	DI900/DI950 Installation and Operator Training	$1,320.00	$807.84	39%	N/A	N/A	N/A	N/A	$26.00	$20.00	$17.00
Mail Stream Solution	DITU	Installation and Training for High Capacity Sheet Feeder	$420.00	$257.04	39%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Mail Stream Solution	DITV	Installation and Training for Stackers	$215.00	$142.80	34%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Mail Stream Solution	DITW	Mail Run Assistance for DI900/DI950	$545.00	$362.10	34%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	DIVN	Training for OMR Matching Module	$215.00	$175.44	18%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	DIVP	OptiFlow Power Stacker	$1,495.00	$914.94	39%	$130.00	$13.00	N/A	N/A	$38.00	$33.00	$30.00
Mail Stream Solution	DIVT	Training for OMR Selective Feed Module	$435.00	$354.96	18%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	DIVX	Installation and Training for Integrated Printer with PC	$2,365.00	$1,568.76	34%	N/A	N/A	N/A	N/A	$50.00	$39.00	$32.00
Mail Stream Solution	DIVY	Installation & Training for Integrated Printer	$3,438.00	$2,876.40	16%	N/A	N/A	N/A	N/A	$91.00	$71.00	$59.00
Mail Stream Solution	DIWD	Installation and Training for Process Verification with PC	$1,293.00	$857.82	34%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	DIWE	Installation and Training for Process Verification	$2,365.00	$1,568.76	34%	N/A	N/A	N/A	N/A	$50.00	$39.00	$32.00
Mail Stream Solution	DIWF	Installation and Training for Flats Sealer	$330.00	$219.30	34%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Mail Stream Solution	DIXT	Exit Transport: Required when using mailing machine. Recommended when using belt stacker at right angle.	$1,500.00	$918.00	39%	N/A	N/A	N/A	N/A	$29.00	$23.00	$19.00
Mail Stream Solution	DIZG	Installation & Training for High Capacity Loader	$380.00	$318.24	16%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	DIZH	Installation & Training for Universal Feeder	$380.00	$318.24	16%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	DJWR	Shaped Based Rating Module	$0.00	$0.00	0%	$264.00	$25.00	N/A	N/A	$17.00	$19.00	$20.00
Mail Stream Solution	DL01	DL50 Desktop Letter Opener	$395.00	$330.48	16%	$24.00	$3.00	N/A	N/A	$13.00	$12.00	$10.00
Mail Stream Solution	DLA1	DL100 Letter Opener	$1,995.00	$1,668.72	16%	$144.00	$13.00	N/A	N/A	$62.00	$51.00	$44.00
Mail Stream Solution	DLA2	DL200 Letter Opener	$2,995.00	$2,505.12	16%	$208.00	$20.00	N/A	N/A	$93.00	$77.00	$67.00
Mail Stream Solution	DLA3	DL400 Letter Opener	$5,295.00	$4,428.84	16%	$468.00	$44.00	N/A	N/A	$169.00	$142.00	$126.00
Mail Stream Solution	DNR1	DI500 OMR Level 1 - Basic	$1,000.00	$836.40	16%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Mail Stream Solution	DNR2	DI500 OMR Level 2 - Advanced	$2,500.00	$2,091.00	16%	N/A	N/A	N/A	N/A	$66.00	$52.00	$43.00
Mail Stream Solution	DNR3	DI600 OMR Level 1 - Basic	$1,250.00	$1,045.50	16%	N/A	N/A	N/A	N/A	$33.00	$26.00	$22.00
Mail Stream Solution	DNR4	DI600 OMR Level 2 - Advanced	$3,000.00	$2,509.20	16%	N/A	N/A	N/A	N/A	$79.00	$62.00	$51.00
Mail Stream Solution	DP19	OfficeRight Second Sheet Feeder	$1,325.00	$1,055.70	20%	N/A	N/A	N/A	N/A	$34.00	$26.00	$22.00
Mail Stream Solution	DT3A	W360 MULTIFUNCTION TABBER	$19,995.00	$16,723.92	16%	$1,718.00	$160.00	N/A	N/A	$631.00	$529.00	$466.00
Mail Stream Solution	DT3D	BASIC INST/TRAIN W360	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
Mail Stream Solution	DT3S	W985 CONVEYOR STCKER W360	$3,425.00	$2,865.18	16%	$236.00	$22.00	N/A	N/A	$105.00	$87.00	$76.00
Mail Stream Solution	DT3T	STAND W985 CONVEYOR STCKR	$825.00	$690.54	16%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Mail Stream Solution	DW90060	Mailstream Education Services - 2 Hours	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
Mail Stream Solution	ERCL	ERR REF NUM ONLY PACKAGE	$450.00	$385.56	14%	N/A	N/A	N/A	N/A	$13.00	$10.00	$8.00
Mail Stream Solution	ERCM	E-RR REF NUM PKG (BASE)	$1,495.00	$1,280.10	14%	$146.00	$14.00	N/A	N/A	$51.00	$43.00	$38.00
Mail Stream Solution	ERCN	ERR REF NUM PKG (D-TOP)	$145.00	$124.44	14%	N/A	N/A	N/A	N/A	$4.00	$4.00	$3.00
Mail Stream Solution	ERCP	ERR REF NUM FEATURE/SCANR	$1,245.00	$1,065.90	14%	$146.00	$14.00	N/A	N/A	$44.00	$38.00	$34.00
Mail Stream Solution	ERR1	ERR FEATURE	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00

USM Catalog

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Mail Stream Solution	K7SA	Professional Installation for Mail Station	$110.00	$92.82	16%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Mail Stream Solution	M0L2	K7M0 MAILING W/2LB INT	$445.00	$249.90	44%	$61.00	$6.00	N/A	N/A	$12.00	$12.00	$11.00
Mail Stream Solution	M0L5	K7M0 MAIL STATION 5LB	$495.00	$328.44	34%	$61.00	$6.00	N/A	N/A	$15.00	$14.00	$12.00
Mail Stream Solution	MP05	5 lb Integrated Weighing Platform	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MP0X	DIFF WEIGHING 2-10LB	$195.00	$167.28	14%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	MP10	10 lb Integrated Weighing Platform	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MP15	15 lb Integrated Weighing Platform	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MP1W	5/10 lb Weights & Measure Approved Option	$0.00	$0.00	0%	$68.00	$7.00	N/A	N/A	$5.00	$6.00	$6.00
Mail Stream Solution	MP30	15/30 lb Weighing Platform	$0.00	$0.00	0%	$148.00	$14.00	N/A	N/A	$10.00	$11.00	$12.00
Mail Stream Solution	MP3R	Green 15/30 lb Weighing Platform - Factory Certified	$0.00	$0.00	0%	$148.00	$14.00	N/A	N/A	$10.00	$11.00	$12.00
Mail Stream Solution	MP3W	30 lb Weights & Measures Approved Option	$0.00	$0.00	0%	$148.00	$14.00	N/A	N/A	$10.00	$11.00	$12.00
Mail Stream Solution	MP3X	DIFF WEIGHING 15-30LB	$395.00	$338.64	14%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Mail Stream Solution	MP49	70/149 lb Weighing Platform	$0.00	$0.00	0%	$192.00	$18.00	N/A	N/A	$12.00	$14.00	$15.00
Mail Stream Solution	MP4D	Integrated Weighing Platform	$0.00	$0.00	0%	$62.00	$6.00	N/A	N/A	$4.00	$5.00	$5.00
Mail Stream Solution	MP4R	Green 70/149 lb Weighing Platform - Factory Certified	$0.00	$0.00	0%	$192.00	$18.00	N/A	N/A	$12.00	$14.00	$15.00
Mail Stream Solution	MP4W	70 lb Weights & Measures Approved Option	$0.00	$0.00	0%	$192.00	$18.00	N/A	N/A	$12.00	$14.00	$15.00
Mail Stream Solution	MP4X	DIFF WEIGHING 70LB	$895.00	$767.04	14%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Mail Stream Solution	MP5X	DIFF WEIGHING 149LB	$1,195.00	$1,024.08	14%	N/A	N/A	N/A	N/A	$33.00	$25.00	$21.00
Mail Stream Solution	MP96001	Remote Display Sales Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MSC1	Mailstream Education Services - 2 Hours	$545.00	$455.94	16%	N/A	N/A	N/A	N/A	$15.00	$12.00	$10.00
Mail Stream Solution	MSD1	Standard Apps Center	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MSD2	High Res Apps Center	$895.00	$639.54	29%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Mail Stream Solution	MSDA	Connect+ VAS Training	$95.00	$68.34	28%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Mail Stream Solution	MSDR	GREEN 10" STD APPS CENTER	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MSDS	GREEN 15" HI RES APPS CTR	$645.00	$551.82	14%	N/A	N/A	N/A	N/A	$18.00	$14.00	$12.00
Mail Stream Solution	MSPR	CONNECT+ POWER STACKER - GREEN	$1,195.00	$1,023.06	14%	$254.00	$24.00	N/A	N/A	$49.00	$43.00	$41.00
Mail Stream Solution	MSPS	Connect+ Power Stacker	$2,195.00	$1,120.98	49%	$256.00	$24.00	N/A	N/A	$52.00	$46.00	$43.00
Mail Stream Solution	MTSC	PrecisionTrack Service for Syntel	$495.00	$414.12	16%	N/A	N/A	$1,325.00	$125.00	$138.00	$136.00	$134.00
Mail Stream Solution	MW90005	Power Stacker Portrait Flats Kit	$495.00	$423.30	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	MW90007	Connect+ Drop Stacker	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW90008	Connect+ VBS Welcome Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW90090	Connect+ Power Distribution Kit	$95.00	$68.34	28%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Mail Stream Solution	MW90147	Wireless Keyboard	$195.00	$139.74	28%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Mail Stream Solution	MW90650	Roll Tape Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW90651	Roll Tape Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW90700	25ft LAN Cable	$75.00	$54.06	28%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Mail Stream Solution	MW90701	100' LAN Cable	$195.00	$139.74	28%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Mail Stream Solution	MW90702	Wireless LAN Bridge Kit	$295.00	$211.14	28%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Mail Stream Solution	MW90704	Sprint 3G Cellular Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW90705	Connect+ PC Meter Connect	$145.00	$104.04	28%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	MW90806	Power Stacker Extension	$695.00	$351.90	49%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	MW96000	15lb Scale Platform/Stand	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	MW97182	Wireless LAN Adaptor	$145.00	$104.04	28%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	N199	SCALE STAND	$95.00	$68.34	28%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Mail Stream Solution	NV10	INVIEW TMR Web Accounting for Connect+	$995.00	$852.72	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	NV20	INVIEW MMS NO WEB ACCT	$195.00	$166.26	15%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	NV21	INVIEW MMS WEB ACCT	$1,190.00	$1,018.98	14%	N/A	N/A	N/A	N/A	$32.00	$25.00	$21.00
Mail Stream Solution	NV22	INVIEW MMS WEB CUSTOM RPT	$1,690.00	$1,441.26	15%	N/A	N/A	N/A	N/A	$46.00	$36.00	$30.00
Mail Stream Solution	NV2A	INVIEW Custom Reports and Training	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
Mail Stream Solution	NVAA	Professional Services - Level 1	$195.00	$163.20	16%	N/A	N/A	N/A	N/A	$6.00	$4.00	$4.00
Mail Stream Solution	NVAB	Professional Services - Level 2	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
Mail Stream Solution	NVAC	Professional Services - Level 3	$795.00	$665.04	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	NVAD	Professional Services - Level 4	$995.00	$832.32	16%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Mail Stream Solution	NVAE	Professional Services - Level 5	$1,795.00	$1,501.44	16%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Mail Stream Solution	NVAF	Professional Services - Level 6	$3,495.00	$2,923.32	16%	N/A	N/A	N/A	N/A	$92.00	$72.00	$60.00
Mail Stream Solution	NVBA	Deployment Services - Level 1	$295.00	$246.84	16%	N/A	N/A	N/A	N/A	$8.00	$7.00	$5.00
Mail Stream Solution	NVBB	Deployment Services - Level 2	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
Mail Stream Solution	NVBC	Deployment Services - Level 3	$795.00	$665.04	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	NVBD	Deployment Services - Level 4	$1,495.00	$1,250.52	16%	N/A	N/A	N/A	N/A	$40.00	$31.00	$26.00
Mail Stream Solution	NVBE	Deployment Services - Level 5	$2,995.00	$2,505.12	16%	N/A	N/A	N/A	N/A	$79.00	$62.00	$51.00
Mail Stream Solution	NVCR	INVIEW Meter Consolidation	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	NVCU	INVIEW MMS Custom Reports	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	NVWE	INVIEW Training	$195.00	$139.74	28%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Mail Stream Solution	P7W5	5 LB WEIGHING	$925.00	$472.26	49%	N/A	N/A	N/A	N/A	$15.00	$12.00	$10.00
Mail Stream Solution	PBV1	pbSmartCodes Standard	$0.00	$0.00	0%	N/A	N/A	$85.00	$8.00	$8.00	$8.00	$8.00
Mail Stream Solution	PRM1	DM125 MOISTENER	$350.00	$195.84	44%	N/A	N/A	N/A	N/A	$7.00	$5.00	$4.00
Mail Stream Solution	PRP2	2 lb Integrated Weighing	$725.00	$606.90	16%	N/A	N/A	N/A	N/A	$19.00	$15.00	$13.00

USM Catalog

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Mail Stream Solution	PRP5	5 lb Integrated Weighing	$1,075.00	$899.64	16%	N/A	N/A	N/A	N/A	$29.00	$22.00	$19.00
Mail Stream Solution	PRP9	10 lb Integrated Weighing	$1,375.00	$1,150.56	16%	N/A	N/A	N/A	N/A	$37.00	$29.00	$24.00
Mail Stream Solution	PRW2	2lb Integrated Weighing	$675.00	$343.74	49%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Mail Stream Solution	PRW3	30LB WEIG PLATFORM	$2,695.00	$1,374.96	49%	N/A	N/A	N/A	N/A	$44.00	$34.00	$28.00
Mail Stream Solution	PRW5	5lb Integrated Weighing	$995.00	$506.94	49%	N/A	N/A	N/A	N/A	$16.00	$13.00	$11.00
Mail Stream Solution	PRW7	70LB WEIG PLATFORM	$2,995.00	$1,527.96	49%	N/A	N/A	N/A	N/A	$48.00	$38.00	$31.00
Mail Stream Solution	PS00	PresortXtra - Monthly Mail Volume is less than 5,000 letters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PS01	PresortXtra - Monthly Mail Volume is greater than 5,000 letters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PS0F	PresortXtra for Flats	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PSFL	PresortXtra - Flats volume less than 2,000 pieces per month	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PSFT	PresortXtra - Flats volume greater than 2,000 pieces per month	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PSLX	EPP USPS Document Processing	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PSTU	PresortXtra Training Service	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PT2B	pbSmartPostage Shipping Label Printer and 1 Roll of Labels	$110.00	$92.82	16%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Mail Stream Solution	PT2S	5 pbSmartPostage postage sheets	$260.00	$222.36	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Mail Stream Solution	PT3B	pbSmartPostage Shipping Label Printer, 1 Roll of Labels, 30 lb scale with Display	$17.00	$14.28	16%	N/A	N/A	N/A	N/A	$1.00	$1.00	$1.00
Mail Stream Solution	PT3S	pbSmartPostage 30 lb scale with Display	$375.00	$321.30	14%	N/A	N/A	N/A	N/A	$11.00	$8.00	$7.00
Mail Stream Solution	PT4C	Continuous Roll of Postage labels for Stamp Label Printer	$125.00	$107.10	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	PT4P	pbSmartPostage Stamp Label Printer and 1 Roll of Labels	$40.00	$33.66	16%	N/A	N/A	N/A	N/A	$2.00	$1.00	$1.00
Mail Stream Solution	PT4R	Roll of Labels for pbSmartPostage Stamp Label Printer	$118.00	$100.98	14%	N/A	N/A	N/A	N/A	$4.00	$3.00	$3.00
Mail Stream Solution	PT5S	pbSmartPostage 5 lb scale with Display	$18.00	$15.30	15%	N/A	N/A	N/A	N/A	$1.00	$1.00	$1.00
Mail Stream Solution	PT5X	12 5lb Scales	$75.00	$64.26	14%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00
Mail Stream Solution	PT7B	pbSmartPostage Shipping Label Printer, 1 Roll of Labels, 70 lb scale with Display	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	PT7S	pbSmartPostage 70 lb scale with Display	$425.00	$364.14	14%	N/A	N/A	N/A	N/A	$12.00	$9.00	$8.00
Mail Stream Solution	PT9B	pbSmartPostage Shipping Label Printer, 1 Roll of Labels, 10 lb scale with Display	$175.00	$149.94	14%	N/A	N/A	N/A	N/A	$5.00	$4.00	$4.00
Mail Stream Solution	PT9S	pbSmartPostage 10 lb scale with Display	$350.00	$299.88	14%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	PTV1	pbSmartPostage	$99.00	$84.66	14%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Mail Stream Solution	PZ0-A	Prism DFL-1000 Black Speed Ink Inkjet Cartridge	$0.00	$0.00	0%	N/A	N/A	$105.00	$10.00	$10.00	$10.00	$10.00
Mail Stream Solution	SBDS	BARCODE SCANNER FOR CONF	$44.62	$37.74	15%	N/A	N/A	N/A	N/A	$2.00	$1.00	$1.00
Mail Stream Solution	SBRP	DM125 Desktop Mailing System	$795.00	$568.14	29%	$146.00	$14.00	N/A	N/A	$28.00	$25.00	$24.00
Mail Stream Solution	SBTA	DM400C MAILING SYSTEM	$75.00	$45.90	39%	N/A	N/A	N/A	N/A	$2.00	$2.00	$1.00
Mail Stream Solution	SBTB	DM400C/ 2lb Weighing Platform	$2,995.00	$1,679.94	44%	$271.00	$26.00	N/A	N/A	$71.00	$61.00	$55.00
Mail Stream Solution	SBTC	DM400C/ 5lb Weighing Platform	$3,720.00	$3,112.02	16%	$334.00	$32.00	N/A	N/A	$120.00	$100.00	$89.00
Mail Stream Solution	SBTD	DM400C/ 10lb Weighing Platform	$4,070.00	$3,404.76	16%	$334.00	$32.00	N/A	N/A	$129.00	$108.00	$95.00
Mail Stream Solution	SBTE	DM400C w/Moist / 100 Accts / 70lb Interfaced Weighing Platform	$4,370.00	$3,655.68	16%	$334.00	$32.00	N/A	N/A	$137.00	$114.00	$100.00
Mail Stream Solution	SBTF	DM400C W/Enhanced Accounting, 100 Dept.	$7,140.00	$5,972.10	16%	$462.00	$43.00	N/A	N/A	$216.00	$179.00	$156.00
Mail Stream Solution	SBTG	DM400C W/5LB Scale and 100 Accounts	$4,740.00	$3,964.74	16%	$271.00	$26.00	N/A	N/A	$143.00	$117.00	$102.00
Mail Stream Solution	SBTH	DM400C W/10LB Scale and 100 Accounts	$5,815.00	$4,864.38	16%	$334.00	$32.00	N/A	N/A	$175.00	$143.00	$125.00
Mail Stream Solution	SBTP	DATA-PAC AMS 36/77 INTEFC	$6,115.00	$5,115.30	16%	$334.00	$32.00	N/A	N/A	$183.00	$149.00	$130.00
Mail Stream Solution	SBYM	DM300C w/5 lb Scale and 100 Accounts	$895.00	$748.68	16%	N/A	N/A	N/A	N/A	$24.00	$19.00	$16.00
Mail Stream Solution	SBYN	DM300CW/10LB Scale and 100 Accounts	$4,265.00	$3,567.96	16%	$196.00	$19.00	N/A	N/A	$125.00	$103.00	$89.00
Mail Stream Solution	SBYP	DM300C MAILING SYSTEM	$4,565.00	$3,818.88	16%	$196.00	$19.00	N/A	N/A	$133.00	$108.00	$94.00
Mail Stream Solution	SBYR	DM300C/ 2lb Weighing Platform	$1,745.00	$979.20	44%	$133.00	$13.00	N/A	N/A	$40.00	$34.00	$31.00
Mail Stream Solution	SBYS	DM300C/ 5lb Weighing Platform	$2,470.00	$2,066.52	16%	$196.00	$19.00	N/A	N/A	$78.00	$66.00	$58.00
Mail Stream Solution	SBYT	DM300C/ 10lb Weighing Platform	$2,820.00	$2,359.26	16%	$196.00	$19.00	N/A	N/A	$87.00	$73.00	$64.00
Mail Stream Solution	SBYU	DM300C w/Moist / 100 Accts / 30lb Interfaced Weighing Platform	$3,120.00	$2,610.18	16%	$196.00	$19.00	N/A	N/A	$95.00	$79.00	$69.00
Mail Stream Solution	SBYV	DM300C w/Enhanced Accounting, 100 Dept.	$5,885.00	$4,922.52	16%	$280.00	$27.00	N/A	N/A	$173.00	$142.00	$122.00
Mail Stream Solution	SFAL	DM300C/ 10lb Weighing Platform with E-Return Receipt, LAN and Scanner	$3,190.00	$2,668.32	16%	$133.00	$13.00	N/A	N/A	$93.00	$76.00	$65.00
Mail Stream Solution	SFAM	DM400C/ 10lb Weighing Platform with E-Return Receipt, LAN and Scanner	$3,970.00	$3,321.12	16%	$342.00	$32.00	N/A	N/A	$126.00	$106.00	$94.00
Mail Stream Solution	SFCA	Pkg 1: Classic Address Printer / OfficeRight DI200 3 Station / Envelop Designer	$6,415.00	$5,366.22	16%	$480.00	$45.00	N/A	N/A	$198.00	$165.00	$145.00
Mail Stream Solution	SFFK	Budget Manager Professional Installation	$10,895.00	$9,112.68	16%	N/A	N/A	N/A	N/A	$286.00	$223.00	$185.00
Mail Stream Solution	SFGK	PC TRANSFER UTILITY KIT	$275.00	$230.52	16%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Mail Stream Solution	SFTV	IntelliView Installation Kit	$195.00	$163.20	16%	N/A	N/A	N/A	N/A	$6.00	$4.00	$4.00
Mail Stream Solution	SH01	Shredder Installation and Operator Training	$275.00	$230.52	16%	N/A	N/A	N/A	N/A	$8.00	$6.00	$5.00
Mail Stream Solution	SH6A	Medium Duty Office Shredder	$190.00	$159.12	16%	N/A	N/A	N/A	N/A	$5.00	$4.00	$4.00
Mail Stream Solution	SH7A	High Capacity Office Shredder	$1,525.00	$1,276.02	16%	$135.00	$13.00	N/A	N/A	$49.00	$42.00	$37.00
Mail Stream Solution	SH8A	SH75 Heavy Duty Shredder	$8,600.00	$3,011.04	16%	$315.00	$30.00	N/A	N/A	$115.00	$97.00	$85.00
Mail Stream Solution	SH9A	SHG7 NSA Level 6 Shredder	$4,995.00	$4,177.92	16%	$437.00	$41.00	N/A	N/A	$159.00	$133.00	$118.00
Mail Stream Solution	SP6Z	FD78 Power Stacker for DF500 When Purchased Separately	$6,495.00	$5,432.52	16%	$569.00	$53.00	N/A	N/A	$207.00	$173.00	$153.00
Mail Stream Solution	SPY6	1E08 LASER PRINTER FOR DM	$1,245.00	$1,041.42	16%	$84.00	$8.00	N/A	N/A	$38.00	$33.00	$30.00
Mail Stream Solution	SV1B	5 Site - INVIEW Accounting - 50 Accounts Upgrade	$795.00	$665.04	16%	$127.00	$12.00	N/A	N/A	$29.00	$26.00	$24.00
Mail Stream Solution	SV2B	5 Site - INVIEW Accounting - 100 Accounts Upgrade	$1,995.00	$1,708.50	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
Mail Stream Solution	SV3B	5 Site - INVIEW Accounting - 300 Accounts Upgrade	$3,795.00	$3,250.74	14%	N/A	N/A	N/A	N/A	$102.00	$80.00	$66.00
			$4,995.00	$4,278.90	14%	N/A	N/A	N/A	N/A	$134.00	$105.00	$87.00

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Mail Stream Solution	SV4B	5 Site - Budget Manager - 500 Accounts Upgrade	$6,195.00	$5,307.06	14%	N/A	N/A	N/A	N/A	$167.00	$130.00	$108.00
Mail Stream Solution	SV5A	INVIEW ACCT UPG 50 ACCT	$325.00	$178.50	45%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	SV5B	5 Site - Budget Manager - 1,500 Accounts Upgrade	$7,395.00	$6,335.22	14%	N/A	N/A	N/A	N/A	$199.00	$155.00	$128.00
Mail Stream Solution	SV6A	INVIEW ACCT UPG 100 ACCT	$595.00	$510.00	14%	N/A	N/A	N/A	N/A	$16.00	$13.00	$11.00
Mail Stream Solution	SV7A	INVIEW ACCT UPG 300 ACCT	$995.00	$852.72	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Mail Stream Solution	SVAR	INVIEW 100 DEPT ACCT UPGR	$595.00	$425.34	29%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	SVAS	INVIEW 300 DEPT ACCT UPGR	$1,495.00	$1,067.94	29%	N/A	N/A	N/A	N/A	$34.00	$27.00	$22.00
Mail Stream Solution	SVAT	INVIEW 300 DEPT ACCT UPGR	$895.00	$639.54	29%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Mail Stream Solution	SVBB	Green DM400C Digital Meter System - Factory Certified	$2,395.00	$1,710.54	29%	$271.00	$26.00	N/A	N/A	$72.00	$62.00	$56.00
Mail Stream Solution	SVDF	DM225	$995.00	$571.20	43%	$62.00	$6.00	N/A	N/A	$22.00	$19.00	$17.00
Mail Stream Solution	SVWA	DMD CONSOLE W/SCALE STAND	$2,025.00	$922.08	54%	N/A	N/A	N/A	N/A	$29.00	$23.00	$19.00
Mail Stream Solution	SVWB	BRIDGE DMD SERIES CONSOLE	$450.00	$321.30	29%	N/A	N/A	N/A	N/A	$11.00	$8.00	$7.00
Mail Stream Solution	SVWC	DBL DRAWER/DOOR LOCK KIT	$1,045.00	$642.60	39%	N/A	N/A	N/A	N/A	$21.00	$16.00	$13.00
Mail Stream Solution	SVWD	SCALE STAND DMD CONSOLE	$245.00	$209.10	15%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Mail Stream Solution	SVWE	Console with Caster Kit	$1,825.00	$1,111.80	39%	N/A	N/A	N/A	N/A	$35.00	$28.00	$23.00
Mail Stream Solution	SVWX	Console Extension Kit	$495.00	$423.30	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
Mail Stream Solution	SVXA	DM475 WOW Digital Mailing System	$7,495.00	$4,969.44	34%	$488.00	$46.00	N/A	N/A	$187.00	$157.00	$138.00
Mail Stream Solution	SVXB	DM475 Pro Digital Mailing System	$9,495.00	$7,941.72	16%	$488.00	$46.00	N/A	N/A	$280.00	$229.00	$198.00
Mail Stream Solution	SVXC	Green DM475 Digital Mailing System Factory Certified	$5,995.00	$4,280.94	29%	$488.00	$46.00	N/A	N/A	$165.00	$140.00	$124.00
Mail Stream Solution	T198027	ASCENT SOFTWARE METER INT	$295.00	$251.94	15%	N/A	N/A	N/A	N/A	$8.00	$7.00	$6.00
Mail Stream Solution	T2K1	SendSuite Xpress Postal Manager 1	$3,595.00	$3,028.38	14%	N/A	N/A	$275.00	$26.00	$121.00	$100.00	$88.00
Mail Stream Solution	T2P1	PM100 POST MGR W/USPS	$4,580.00	$3,270.12	29%	N/A	N/A	N/A	N/A	$103.00	$80.00	$67.00
Mail Stream Solution	T320	J782 Non-Contact Programmable Wedge Scanner	$1,495.00	$1,250.52	16%	$236.00	$22.00	N/A	N/A	$55.00	$48.00	$44.00
Mail Stream Solution	TM21	VeriTrack Tier 1	$595.00	$497.76	16%	N/A	N/A	$1,905.00	$179.00	$195.00	$192.00	$190.00
Mail Stream Solution	TM22	VeriTrack Tier 2	$845.00	$706.86	16%	N/A	N/A	$2,660.00	$250.00	$273.00	$268.00	$265.00
Mail Stream Solution	TM23	VeriTrack Tier 3	$1,695.00	$1,417.80	16%	N/A	N/A	$5,320.00	$500.00	$545.00	$535.00	$529.00
Mail Stream Solution	TM24	VeriTrack Tier 4	$3,195.00	$2,672.40	16%	N/A	N/A	$10,645.00	$1,000.00	$1,084.00	$1,066.00	$1,054.00
Mail Stream Solution	TM26	VeriTrack Tier 6	$7,795.00	$6,519.84	16%	N/A	N/A	$26,620.00	$2,500.00	$2,705.00	$2,660.00	$2,632.00
Mail Stream Solution	TM27	VeriTrack Tier 7	$15,395.00	$12,876.48	16%	N/A	N/A	$47,920.00	$4,500.00	$4,904.00	$4,815.00	$4,761.00
Mail Stream Solution	TM28	VeriTrack Tier 8	$28,895.00	$24,167.88	16%	N/A	N/A	$99,040.00	$9,300.00	$10,057.00	$9,890.00	$9,789.00
Mail Stream Solution	TM2A	VeriTrack Tier 5	$4,795.00	$4,010.64	16%	N/A	N/A	$15,970.00	$1,500.00	$1,626.00	$1,598.00	$1,582.00
Mail Stream Solution	TM90	Co-branded Website and Account Set-Up (Required for Resellers)	$250.00	$209.10	16%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Mail Stream Solution	TPM1	TPM - up to 5 non-PB meters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	TPM2	TPM - up to 20 non-PB meters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	TPM3	TPM - up to 50 non-PB meters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	TPM4	TPM - up to 100 non-PB meters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	TPM5	TPM - unlimited non-PB meters	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	USR1	POWER STACKER EXTENSION R	$695.00	$581.40	16%	N/A	N/A	N/A	N/A	$19.00	$15.00	$12.00
Mail Stream Solution	UXDM	PC INTERFACE/DATA XCHANGE	$795.00	$665.04	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Mail Stream Solution	UXDN	DM Series Interface	$375.00	$314.16	16%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	VPAK	ValuePak for DM475	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Mail Stream Solution	VS42	SendSuite Xpress Package Manager 2	$7,885.00	$6,755.46	14%	$168.00	$16.00	$275.00	$26.00	$249.00	$203.00	$176.00
Mail Stream Solution	VS43	SendSuite Xpress Package Manager 3	$11,000.00	$9,424.80	14%	$168.00	$16.00	$275.00	$26.00	$332.00	$268.00	$230.00
Mail Stream Solution	VS44	Peripheral Package 1 (PC & Monitor)	$2,795.00	$2,337.84	16%	$502.00	$47.00	N/A	N/A	$106.00	$94.00	$86.00
Mail Stream Solution	VS45	Peripheral Package 2 (100lb Scale, Label Printer)	$2,190.00	$1,875.78	14%	$341.00	$32.00	N/A	N/A	$81.00	$70.00	$64.00
Mail Stream Solution	VS46	Peripheral Package 3 (Ship Request with Scanner)	$1,750.00	$1,499.40	14%	$263.00	$25.00	N/A	N/A	$64.00	$56.00	$51.00
Mail Stream Solution	W190016	10 ft Parallel Cable	$65.00	$55.08	15%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Mail Stream Solution	W190017	10 ft Serial Cable inc w/ AddressRight Printer (Not compatible with W650)	$69.00	$58.14	16%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
Mail Stream Solution	W409	Compaz 17 in. Flat Panel Display	$199.00	$167.28	16%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Mail Stream Solution	W4MC	Trip Charge - 75 miles + from District Office	$545.00	$455.94	16%	N/A	N/A	N/A	N/A	$15.00	$12.00	$10.00
Mail Stream Solution	W624	Laser Tray Tag/Label and Report Printer	$695.00	$581.40	16%	$127.00	$12.00	N/A	N/A	$27.00	$24.00	$22.00
Mail Stream Solution	W709	W709 Envelope Designer Plus Software for Windows	$370.00	$301.92	18%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
Mail Stream Solution	W760	Stacker for Tabber	$1,775.00	$1,448.40	18%	$160.00	$15.00	N/A	N/A	$56.00	$48.00	$42.00
Mail Stream Solution	W763	W760 Stacker with Interface for DA70, DA75, and W79C	$2,015.00	$1,644.24	18%	$160.00	$15.00	N/A	N/A	$62.00	$53.00	$46.00
Mail Stream Solution	W764	W760 Stacker and Dryer for All AddressRight Printers	$2,955.00	$2,411.28	18%	$250.00	$24.00	N/A	N/A	$92.00	$77.00	$69.00
Mail Stream Solution	W76C	Classic W760 Stacker	$1,415.00	$1,154.64	18%	$160.00	$15.00	N/A	N/A	$47.00	$41.00	$36.00
Mail Stream Solution	W823	FeedRight Feeder for DA950	$6,895.00	$5,626.32	18%	$837.00	$78.00	N/A	N/A	$229.00	$197.00	$177.00
Mail Stream Solution	W853	Ink Dryer Sold with W763 Stacker	$945.00	$771.12	18%	$90.00	$9.00	N/A	N/A	$31.00	$26.00	$24.00
Mail Stream Solution	W85R	Green W853 Ink Dryer for W760 Stacker Factory Certified	$675.00	$550.80	18%	$90.00	$9.00	N/A	N/A	$24.00	$21.00	$20.00
Mail Stream Solution	W985025	HP External Multi DVD Writer	$158.00	$132.60	16%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
Mail Stream Solution	WDF1	Document Formatting Option	$1,200.00	$1,028.16	14%	N/A	N/A	$260.00	$25.00	$58.00	$51.00	$46.00
Mail Stream Solution	WMP1	VeriMove Net for 36,000 records processed	$324.00	$264.18	18%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Mail Stream Solution	WMP2	VeriMove Net for 360,000 records processed	$1,800.00	$1,505.52	16%	N/A	N/A	N/A	N/A	$48.00	$37.00	$31.00
Mail Stream Solution	WMP3	VeriMove Net for 900,000 records processed	$3,600.00	$3,011.04	16%	N/A	N/A	N/A	N/A	$95.00	$74.00	$61.00
Mail Stream Solution	WMP4	VeriMove Net for 10,000	$100.00	$83.64	16%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Mail Stream Solution	WMPU	VeriMove Net Unlimited Subscription	$200.00	$167.28	16%	N/A	N/A	$840.00	$79.00	$85.00	$84.00	$83.00
Mail Stream Solution	WP13	HC Staples - 3 cartridges per box, 5,000 staples per cartridge	$95.00	$79.56	16%	N/A	N/A	N/A	N/A	$3.00	$2.00	$2.00

USM Catalog

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
pbSmartPostage	PTSS	pbSmartPC Support and Backup Service	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartPostage	PTV0	pbSmartPostage Free	$0.00	$0.00	0%	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00
pbSmartPostage	PTV2	pbSmartPostage	$0.00	$0.00	0%	N/A	N/A	$105.00	$10.00	$10.00	$10.00	$10.00
pbSmartPostage	VS67	pbSmartPostage	$358.00	$307.02	14%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
pbSmartSolutions	CEFA	pbSmartConnections Enterprise – 50K Emails	$0.00	$0.00	0%	N/A	N/A	$2,700.00	$254.00	$254.00	$254.00	$254.00
pbSmartSolutions	CEFB	pbSmartConnections Enterprise – 100K Emails	$0.00	$0.00	0%	N/A	N/A	$5,400.00	$508.00	$508.00	$508.00	$508.00
pbSmartSolutions	CEFC	pbSmartConnections Enterprise – 150K Emails	$0.00	$0.00	0%	N/A	N/A	$8,100.00	$761.00	$761.00	$761.00	$761.00
pbSmartSolutions	CEFD	pbSmartConnections Enterprise – 250K Emails	$0.00	$0.00	0%	N/A	N/A	$13,500.00	$1,268.00	$1,268.00	$1,268.00	$1,268.00
pbSmartSolutions	CEFE	pbSmartConnections Enterprise – 500K Emails	$0.00	$0.00	0%	N/A	N/A	$19,500.00	$1,832.00	$1,832.00	$1,832.00	$1,832.00
pbSmartSolutions	CEFF	pbSmartConnections Enterprise – 750K Emails	$0.00	$0.00	0%	N/A	N/A	$29,280.00	$2,750.00	$2,750.00	$2,750.00	$2,750.00
pbSmartSolutions	CEFG	pbSmartConnections Enterprise – 1M Emails	$0.00	$0.00	0%	N/A	N/A	$27,600.00	$2,592.00	$2,592.00	$2,592.00	$2,592.00
pbSmartSolutions	CEFH	pbSmartConnections Enterprise – 1.5M Emails	$0.00	$0.00	0%	N/A	N/A	$41,400.00	$3,888.00	$3,888.00	$3,888.00	$3,888.00
pbSmartSolutions	CEFJ	pbSmartConnections Enterprise – 2M Emails	$0.00	$0.00	0%	N/A	N/A	$39,600.00	$3,719.00	$3,719.00	$3,719.00	$3,719.00
pbSmartSolutions	CEFK	pbSmartConnections Enterprise – 3.5M Emails	$0.00	$0.00	0%	N/A	N/A	$69,300.00	$6,508.00	$6,508.00	$6,508.00	$6,508.00
pbSmartSolutions	CEFL	pbSmartConnections Enterprise – 5M Emails	$0.00	$0.00	0%	N/A	N/A	$84,000.00	$7,888.00	$7,888.00	$7,888.00	$7,888.00
pbSmartSolutions	CEFM	pbSmartConnections Enterprise – 7.5M Emails	$0.00	$0.00	0%	N/A	N/A	$10,500.00	$986.00	$986.00	$986.00	$986.00
pbSmartSolutions	CEFN	pbSmartConnections Enterprise – 10M Emails	$0.00	$0.00	0%	N/A	N/A	$11,000.00	$1,033.00	$1,033.00	$1,033.00	$1,033.00
pbSmartSolutions	CEFP	pbSmartConnections Enterprise – 17.5M Emails	$0.00	$0.00	0%	N/A	N/A	$19,250.00	$1,808.00	$1,808.00	$1,808.00	$1,808.00
pbSmartSolutions	CEFR	pbSmartConnections Enterprise – 25M Emails	$0.00	$0.00	0%	N/A	N/A	$21,250.00	$1,996.00	$1,996.00	$1,996.00	$1,996.00
pbSmartSolutions	CESA	pbSmart Connections Enterprise Set-up fee	$5,000.00	$4,284.00	14%	N/A	N/A	N/A	N/A	$135.00	$105.00	$87.00
pbSmartSolutions	ESPS	PC Support Service	$0.00	$0.00	0%	N/A	N/A	$150.00	$15.00	$15.00	$15.00	$15.00
pbSmartSolutions	PBCA	pbSmartConnections Pro - 2.5K Contacts	$0.00	$0.00	0%	N/A	N/A	$330.00	$31.00	$31.00	$31.00	$31.00
pbSmartSolutions	PBCB	pbSmartConnections Pro - 5K Contacts	$0.00	$0.00	0%	N/A	N/A	$510.00	$48.00	$48.00	$48.00	$48.00
pbSmartSolutions	PBCC	pbSmartConnections Pro - 10K Contacts	$0.00	$0.00	0%	N/A	N/A	$805.00	$76.00	$76.00	$76.00	$76.00
pbSmartSolutions	PBCD	pbSmartConnections Pro - 25K Contacts	$0.00	$0.00	0%	N/A	N/A	$1,610.00	$152.00	$152.00	$152.00	$152.00
pbSmartSolutions	PBCE	pbSmartConnections Pro - 35K Contacts	$0.00	$0.00	0%	N/A	N/A	$2,425.00	$228.00	$228.00	$228.00	$228.00
pbSmartSolutions	PBCF	pbSmartConnections Pro - 50K Contacts	$0.00	$0.00	0%	N/A	N/A	$3,190.00	$300.00	$300.00	$300.00	$300.00
pbSmartSolutions	PBCJ	pbSmartConnections Standard – 300 Contacts	$0.00	$0.00	0%	N/A	N/A	$80.00	$8.00	$8.00	$8.00	$8.00
pbSmartSolutions	PBCK	pbSmartConnections Standard – 1,000 Contacts	$0.00	$0.00	0%	N/A	N/A	$160.00	$16.00	$16.00	$16.00	$16.00
pbSmartSolutions	PBCL	pbSmartConnections Standard – 2.5K Contacts	$0.00	$0.00	0%	N/A	N/A	$240.00	$23.00	$23.00	$23.00	$23.00
pbSmartSolutions	PBCM	pbSmartConnections Standard – 5K Contacts	$0.00	$0.00	0%	N/A	N/A	$390.00	$37.00	$37.00	$37.00	$37.00
pbSmartSolutions	PBCN	pbSmartConnections Standard – 10K Contacts	$0.00	$0.00	0%	N/A	N/A	$610.00	$58.00	$58.00	$58.00	$58.00
pbSmartSolutions	PBCP	pbSmartConnections Standard – 25K Contacts	$0.00	$0.00	0%	N/A	N/A	$1,240.00	$117.00	$117.00	$117.00	$117.00
pbSmartSolutions	PBDA	pbSmartCodes Standard	$0.00	$0.00	0%	N/A	N/A	$180.00	$17.00	$17.00	$17.00	$17.00
pbSmartSolutions	PBDB	pbSmartCodes Professional	$0.00	$0.00	0%	N/A	N/A	$795.00	$75.00	$75.00	$75.00	$75.00
pbSmartSolutions	PBMA	pbSmartMarketer Lite	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PBMB	pbSmartMarketer Basic	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PBMC	pbSmartMarketer Standard	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PBMD	pbSmartMarketer Premium	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PBME	pbSmartMarketer Ultimate	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PBMF	pbSmartMarketer Pro	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PT10	10 pbSmartPostage Licenses w/ 10 5lb Scales	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PT1X	10 5lb Scales	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PT25	25 pbSmartPostage Licenses w/ 25 5lb Scales	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PT2X	25 5lb Scales	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	PT50	50 pbSmartPostage Licenses w/ 50 5lb Scales	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
pbSmartSolutions	VS28	PC Backup Service	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Planet Press	WPP1	Printer License (1 printer)	$1,750.00	$1,499.40	14%	N/A	N/A	$186.00	$18.00	$18.00	$18.00	$18.00
Planet Press	WPP2	Printer License (2 printers)	$2,100.00	$1,799.28	14%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Professional Services	AWAG	Intermediate Seminar w/ airfare	$1,995.00	$1,668.72	16%	N/A	N/A	N/A	N/A	$57.00	$44.00	$37.00
Professional Services	AWAH	Intermediate Seminar w/o airfare	$1,295.00	$1,083.24	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Professional Services	AWAU	Advanced Seminar w/ airfare	$1,995.00	$1,668.72	16%	N/A	N/A	N/A	N/A	$34.00	$27.00	$22.00
Professional Services	AWBS	Basic Seminar w/ airfare	$1,995.00	$1,668.72	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Professional Services	MFD0	Dedicated Mail Finishing Project Management Support	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$53.00	$41.00	$34.00
Professional Services	MFD1	Dedicated Mail Finishing Project Management Support	$1,540.00	$1,288.26	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	MFD2	Dedicated Mail Finishing Project Management Support	$3,080.00	$2,576.52	16%	N/A	N/A	N/A	N/A	$41.00	$32.00	$27.00
Professional Services	MFD3	Dedicated Mail Finishing Project Management Support	$6,160.00	$5,153.04	16%	N/A	N/A	N/A	N/A	$81.00	$63.00	$53.00
Professional Services	MFD4	Dedicated Mail Finishing Project Management Support	$9,240.00	$7,728.54	16%	N/A	N/A	N/A	N/A	$162.00	$126.00	$105.00
Professional Services	MFD5	Dedicated Mail Finishing Project Management Support	$12,320.00	$10,305.06	16%	N/A	N/A	N/A	N/A	$242.00	$189.00	$157.00
Professional Services	MFD6	Dedicated Mail Finishing Project Management Support	$18,480.00	$15,457.08	16%	N/A	N/A	N/A	N/A	$323.00	$252.00	$209.00
Professional Services	MFD7	Dedicated Mail Finishing Project Management Support	$24,640.00	$20,609.10	16%	N/A	N/A	N/A	N/A	$484.00	$378.00	$313.00
Professional Services	MFD8	Dedicated Mail Finishing Project Management Support	$43,120.00	$36,066.18	16%	N/A	N/A	N/A	N/A	$646.00	$503.00	$417.00
Professional Services	MFD9	Dedicated Mail Finishing Project Management Support	$61,600.00	$51,522.24	16%	N/A	N/A	N/A	N/A	$1,129.00	$881.00	$729.00
Professional Services	PSNC	PresortXtra - On Call Service of 1000 Pieces Pick Up	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$1,613.00	$1,258.00	$1,041.00
Professional Services	PSTT	PresortXtra Training Service	$70.00	$59.16	15%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Professional Services	T5AG	SendSuite Arrival Tracking System Post Sales Peripheral Addition 2 Hours Of Service Time	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$2.00	$2.00	$2.00
										$11.00	$9.00	$7.00

P 22

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Professional Services	T5AH	SendSuite Arrival Tracking System Post Sales Peripheral Addition 4 Hours Of Service Time	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	T5AJ	SendSuite Arrival Tracking System Post Sales Peripheral Addition Full Day Of Service Time	$1,540.00	$1,288.26	16%	N/A	N/A	N/A	N/A	$41.00	$32.00	$27.00
Professional Services	T5AK	SendSuite Arrival Tracking System Post Sales Custom Label Creation 2 Hours of Service Time	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Professional Services	T5AM	SendSuite Arrival Tracking System Post Sales Custom Screen Creation 2 Hours of Service Time	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Professional Services	T5AN	SendSuite Arrival Tracking System Post Sales Custom Screen Creation 4 Hours of Service Time	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	T5AP	SendSuite Arrival Tracking System Post Sales Custom Report Generation 2 Hours of Service Time	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Professional Services	T5AR	SendSuite Arrival Tracking System Post Sales Custom Report Generation 4 Hours of Service Time	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	T5AS	SendSuite Arrival Tracking System Post Sales Network, Site, or Work Station 2 Hours of Service	$385.00	$322.32	16%	N/A	N/A	N/A	N/A	$11.00	$8.00	$7.00
Professional Services	T5AV	SendSuite Arrival Tracking System Post Sales Custom Report Generation Full Day of Service Time	$1,540.00	$1,288.26	16%	N/A	N/A	N/A	N/A	$41.00	$32.00	$27.00
Professional Services	T5AW	SendSuite Arrival Tracking System Post Sales Network, Site, or Work Station 4 Hours of Service	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	T5AY	SendSuite Arrival Tracking System Post Sales Network, Site, or Work Station Full Day Of Service Time	$1,540.00	$1,288.26	16%	N/A	N/A	N/A	N/A	$41.00	$32.00	$27.00
Professional Services	T5Z0	SendSuite Arrival Custom Label 4 Hours of Service Time	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	VPFT	Additional SendSuite Shipping Operator On-Site Training - Half Day for 2 Operators	$770.00	$644.64	16%	N/A	N/A	N/A	N/A	$21.00	$16.00	$14.00
Professional Services	VSD2	SendSuite Desktop Rollout Services 1 Site	$3,383.00	$2,830.50	16%	N/A	N/A	N/A	N/A	$89.00	$70.00	$58.00
Professional Services	VSD3	SendSuite Desktop Rollout Services 10 Sites	$14,520.00	$12,145.14	16%	N/A	N/A	$1,980.00	$186.00	$567.00	$483.00	$432.00
Professional Services	VSD4	SendSuite Desktop Rollout Services 50 Sites	$24,090.00	$20,149.08	16%	N/A	N/A	$3,285.00	$309.00	$940.00	$801.00	$717.00
Professional Services	VSD5	SendSuite Desktop Rollout Services 100 Sites	$35,750.00	$29,901.30	16%	N/A	N/A	$5,360.00	$504.00	$1,440.00	$1,234.00	$1,109.00
Professional Services	WPF8	Document Processing Professional Services - Level 8	$43,120.00	$36,066.18	16%	N/A	N/A	N/A	N/A	$1,129.00	$881.00	$729.00
Professional Services	WPF9	Document Processing Professional Services - Level 9	$61,600.00	$51,522.24	16%	N/A	N/A	N/A	N/A	$1,613.00	$1,258.00	$1,041.00
SendSuite	G396034	Interface Kit	$1,095.00	$893.52	18%	N/A	N/A	N/A	N/A	$28.00	$22.00	$19.00
SendSuite	T310	JB75 100LB TABLETOP SCALE	$300.00	$257.04	14%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
SendSuite	T312	JB64 200 lb. Rollertop Scale	$1,195.00	$1,024.08	14%	$173.00	$17.00	N/A	N/A	$45.00	$38.00	$35.00
SendSuite	T896014	256MB RAM memory upgrade	$1,695.00	$1,452.48	14%	$244.00	$23.00	N/A	N/A	$62.00	$54.00	$49.00
SendSuite	T896015	WIN2000 Operating System	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
SendSuite	VS96014	Software Meter Interface	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
SendSuite	VSEP	E-Certified/eRR Productivity Pack	$295.00	$252.96	14%	N/A	N/A	N/A	N/A	$8.00	$7.00	$6.00
SendSuite Arrival	J596005	Docking Cradle for J560	$3,080.00	$2,638.74	14%	N/A	N/A	N/A	N/A	$83.00	$65.00	$54.00
SendSuite Arrival	J596018	JS80 4Bay Interconnecting Cable	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
SendSuite Arrival	T790003	T742 Battery Adaptors for use with J596017 (Kit of 2)	$75.00	$64.26	14%	N/A	N/A	N/A	N/A	$8.00	$2.00	$2.00
SendSuite Express	T2SS	SendSuite Express Speedee Turnkey - Requires TS1A	$350.00	$299.88	14%	N/A	N/A	N/A	N/A	$10.00	$8.00	$7.00
SendSuite Express	T4EC	eCommerce Interface for SendSuite Xpress	$6,680.00	$5,723.22	14%	$667.00	$62.00	N/A	N/A	$222.00	$187.00	$166.00
SendSuite Express Option	T293	DHL Migration Software	$2,000.00	$1,713.60	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
SendSuite Express Option	T2RH	Ascent/SSX to Sendsuite Xpress 300 - 3 Carrier Loyalty Package	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
SendSuite Express Option	T2RJ	Ascent/SSX to Sendsuite Xpress 400 - 4 Carrier Loyalty Package	$5,380.00	$4,610.40	14%	$334.00	$32.00	$474.00	$45.00	$212.00	$182.00	$165.00
SendSuite Express Option	T2RK	Ascent/SSX to Sendsuite Xpress 500 - All Carrier Loyalty Package	$6,580.00	$5,638.56	14%	$334.00	$32.00	$474.00	$45.00	$244.00	$207.00	$185.00
SendSuite Express Option	T2RL	Ascent/SSX to Sendsuite Xpress 1000 - All Carrier Networking and Integration Loyalty Package	$9,880.00	$8,466.00	14%	$334.00	$32.00	$798.00	$75.00	$362.00	$306.00	$273.00
SendSuite Live	BAS0	Business Analysis Services	$12,880.00	$11,036.40	14%	$334.00	$32.00	$1,054.00	$100.00	$468.00	$394.00	$349.00
SendSuite Live	BAS1	Business Analysis Services	$950.00	$794.58	16%	N/A	N/A	N/A	N/A	$25.00	$20.00	$17.00
SendSuite Live	BAS2	Business Analysis – White Glove Follow-up Service	$1,900.00	$1,589.16	16%	N/A	N/A	N/A	N/A	$50.00	$39.00	$33.00
SendSuite Live	BAS3	Business Analysis – White Glove Follow-up Service	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
SendSuite Live	J796075	Main Board for J693	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
SendSuite Live	JN96002	Sales Kit-Base Mount Display	$250.00	$214.20	14%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
SendSuite Live	SFP1	FedEx SmartPost (1)	$160.00	$137.70	14%	N/A	N/A	N/A	N/A	$5.00	$4.00	$3.00
SendSuite Live	SFP2	FedEx SmartPost (2)	$600.00	$526.32	12%	N/A	N/A	$108.00	$11.00	$28.00	$24.00	$22.00
SendSuite Live	SFPC	FedEx SmartPost (100)	$1,280.00	$1,123.02	12%	N/A	N/A	$230.40	$22.00	$58.00	$50.00	$45.00
SendSuite Live	SFPE	FedEx SmartPost (Enterprise)	$8,000.00	$6,854.40	14%	N/A	N/A	$1,440.00	$136.00	$351.00	$304.00	$275.00
SendSuite Live	SFPL	FedEx SmartPost (50)	$20,000.00	$17,136.00	14%	N/A	N/A	$3,600.00	$339.00	$876.00	$758.00	$686.00
SendSuite Live	SFPT	FedEx SmartPost (25)	$6,000.00	$5,018.40	16%	N/A	N/A	$4,500.00	$423.00	$581.00	$546.00	$525.00
SendSuite Live	SFPV	FedEx SmartPost (5)	$4,000.00	$3,345.60	16%	N/A	N/A	$720.00	$68.00	$173.00	$150.00	$136.00
SendSuite Live	SFPX	Fedex Smartpost (10)	$1,440.00	$1,263.78	12%	N/A	N/A	$259.20	$25.00	$65.00	$56.00	$51.00
SendSuite Live	SGC1	UPS Domestic Basic (1)	$2,000.00	$1,713.60	14%	N/A	N/A	$360.00	$34.00	$54.00	$42.00	$35.00
SendSuite Live	SGC2	UPS Domestic Basic (2)	$600.00	$514.08	14%	N/A	N/A	$108.00	$11.00	$28.00	$24.00	$22.00
SendSuite Live	SGCC	UPS Domestic Basic (100)	$1,280.00	$1,097.52	14%	N/A	N/A	$230.00	$22.00	$57.00	$49.00	$45.00
			$8,000.00	$6,854.40	14%	N/A	N/A	$1,440.00	$136.00	$351.00	$304.00	$275.00

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Business Manager	BMP6	Business Manager Project Mgmt - Level 6	$18,480.00	$15,457.08	16%	N/A	N/A	N/A	N/A	$484.00	$378.00	$313.00
Business Manager	BMP7	Business Manager Project Mgmt - Level 7	$24,640.00	$20,609.10	16%	N/A	N/A	N/A	N/A	$646.00	$503.00	$417.00
Business Manager	BMP8	Business Manager Project Mgmt - Level 8	$43,120.00	$36,066.18	16%	N/A	N/A	N/A	N/A	$1,129.00	$881.00	$729.00
Business Manager	BMP9	Business Manager Project Mgmt - Level 9	$61,600.00	$51,522.24	16%	N/A	N/A	N/A	N/A	$1,613.00	$1,258.00	$1,041.00
Business Manager	BMPC	Pentium Dual Core PC: 3.4Ghz, 80GB HD, 1GB RAM, Windows XP - Requires T885035 or W990020	$2,795.00	$2,337.84	16%	$324.00	$31.00	N/A	N/A	$95.00	$82.00	$73.00
Business Manager	BMPD	Special: Pentium Dual Core PC: 3.4 Ghz, 80GB HD, 1GB RAM, Windows XP - Requires T885035 or W990020	$995.00	$832.32	16%	N/A	N/A	N/A	N/A	$27.00	$21.00	$17.00
Business Manager	BMS1	Master Host Software Only	$8,995.00	$7,706.10	14%	$107.00	$10.00	$1,186.00	$112.00	$361.00	$309.00	$276.00
Business Manager	BMS2	Business Manager Workstation - Software Only	$3,250.00	$2,784.60	14%	$107.00	$10.00	$680.00	$64.00	$159.00	$140.00	$129.00
Business Manager	BMS3	Client Host Software Only	$1,995.00	$1,708.50	14%	$107.00	$10.00	$624.00	$59.00	$120.00	$109.00	$102.00
Business Manager	BMT1	DM Infinity Interface - Requires 1FAH	$995.00	$851.70	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Business Manager	BMT2	DM Infinity Interface - Requires 1FAH	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager	BMUR	Business Manager 6.0 Upgrade for Win2000 (Requires Z6CS)	$795.00	$680.34	14%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Business Manager	BMX1	DM Series Interface to Business Manager (DM500 – DM1100)	$995.00	$852.72	14%	N/A	N/A	$184.00	$18.00	$45.00	$39.00	$36.00
Business Manager	BMX2	DM Series Interface (DM500-DM1100)	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager	F9BZ	Business Manager Kit for 1D04	$3,850.00	$3,298.68	14%	N/A	N/A	N/A	N/A	$104.00	$81.00	$67.00
Business Manager	MFP0	Dedicated Installation Support	$790.00	$660.96	16%	N/A	N/A	N/A	N/A	$21.00	$17.00	$14.00
Business Manager	MFP1	Dedicated Installation Support - Level 1	$1,575.00	$1,317.84	16%	N/A	N/A	N/A	N/A	$42.00	$33.00	$27.00
Business Manager	MFP2	Dedicated Installation Support - Level 2	$15,730.00	$13,173.30	16%	N/A	N/A	N/A	N/A	$413.00	$322.00	$267.00
Business Manager	MFP3	Dedicated Installation Support - Level 3	$31,500.00	$26,346.60	16%	N/A	N/A	N/A	N/A	$825.00	$643.00	$533.00
Business Manager	MFP4	Dedicated Installation Support - Level 4	$925.00	$774.18	16%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Business Manager	MFP5	Dedicated Installation Support - Level 5	$1,850.00	$1,547.34	16%	N/A	N/A	N/A	N/A	$49.00	$38.00	$32.00
Business Manager	MFP6	Dedicated Installation Support - Level 6	$18,500.00	$15,473.40	16%	N/A	N/A	N/A	N/A	$485.00	$378.00	$313.00
Business Manager	MFP7	Dedicated Installation Support - Level 7	$37,000.00	$30,946.80	16%	N/A	N/A	N/A	N/A	$969.00	$756.00	$626.00
Business Manager	MFP8	Dedicated Installation Support - Level 8	$43,120.00	$36,066.18	16%	N/A	N/A	N/A	N/A	$1,129.00	$881.00	$729.00
Business Manager	MFP9	Dedicated Installation Support - Level 9	$61,600.00	$51,522.24	16%	N/A	N/A	N/A	N/A	$1,613.00	$1,258.00	$1,041.00
Business Manager	Z5DE	DM Series AccuTrac Interface (AccuTrac HT 2.0 Version)	$1,365.00	$1,169.94	14%	N/A	N/A	N/A	N/A	$37.00	$29.00	$24.00
Business Manager	Z5DF	DM Series AccuTrac Interface (Accutrac SA or HT 3.0 version & above)	$695.00	$595.68	14%	N/A	N/A	N/A	N/A	$19.00	$15.00	$13.00
Business Manager	Z690000	Ethernet 4 Port Hub	$265.00	$222.36	16%	N/A	N/A	N/A	N/A	$7.00	$6.00	$5.00
Business Manager	Z690001	Ethernet 16 Port Hub	$625.00	$523.26	16%	N/A	N/A	N/A	N/A	$17.00	$13.00	$11.00
Business Manager	Z690003	Ethernet Cable - 14'	$45.00	$37.74	16%	N/A	N/A	N/A	N/A	$2.00	$1.00	$1.00
Business Manager	Z690004	Ethernet Cable - 25'	$45.00	$37.74	16%	N/A	N/A	N/A	N/A	$2.00	$1.00	$1.00
Business Manager	Z690005	Ethernet Cable - 100'	$205.00	$172.38	16%	N/A	N/A	N/A	N/A	$6.00	$5.00	$4.00
Business Manager	Z690006	Ethernet Cable - 250'	$310.00	$260.10	16%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Business Manager	Z690017	Kit: J050 Business Manager Extention Cable	$105.00	$89.76	15%	N/A	N/A	N/A	N/A	$3.00	$3.00	$2.00
Business Manager	Z690034	Secondary Network Card for Data Transfers	$195.00	$163.20	16%	N/A	N/A	N/A	N/A	$6.00	$4.00	$4.00
Business Manager	Z6C1	Host/Remote Host Upgrade to Windows XP / Ver. 4.0	$1,195.00	$1,024.08	14%	N/A	N/A	N/A	N/A	$33.00	$25.00	$21.00
Business Manager	Z6C2	Admin/Reporting/Data Collector Upgrade to Windows XP / Ver. 4.0	$795.00	$681.36	14%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Business Manager	Z6FM	Funds Mgmt Feature Enabled (Master and Client Host) (Requires BMFM)	$1,195.00	$1,023.06	14%	N/A	N/A	N/A	N/A	$33.00	$25.00	$21.00
Business Manager - Add-On	BM47	New Infinity: Interface and Win2000 Data Collector	$4,995.00	$4,177.92	16%	N/A	N/A	N/A	N/A	$131.00	$102.00	$85.00
Business Manager - Add-On	BMSU	Upgrade to SQL Edition for Current Customers	$4,895.00	$4,094.28	16%	N/A	N/A	N/A	N/A	$129.00	$100.00	$83.00
Business Manager - Add-On	BMT3	Business Manager WinXP Upgrade	$1,195.00	$1,023.06	14%	N/A	N/A	N/A	N/A	$33.00	$25.00	$21.00
Business Manager - Add-On	BMUP	Business Manager 6.0 Upgrade for XP (Requires Z6C3)	$795.00	$680.34	14%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Business Manager - Add-On	SPW9	Upgrade Host to support DM and Infinity Interface	$6,385.00	$5,340.72	16%	$526.00	$49.00	N/A	N/A	$201.00	$168.00	$148.00
Business Manager - Add-On	T885035	17" FLAT PANEL MONITOR	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager - Add-On	Z538	AccuTrac Barcode Scanner	$1,675.00	$1,401.48	16%	$310.00	$29.00	N/A	N/A	$64.00	$57.00	$53.00
Business Manager - Add-On	Z543	High Volume Z586 Laser Report Printer	$1,360.00	$1,138.32	16%	$207.00	$20.00	N/A	N/A	$50.00	$43.00	$39.00
Business Manager - Add-On	Z548	AccuTrac Thermal Receipt Printer	$1,348.00	$1,128.12	16%	$148.00	$14.00	N/A	N/A	$46.00	$39.00	$35.00
Business Manager - Add-On	Z6C3	Upgrade Software for XP	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager - Add-On	Z6C4	Admin / Reporting / Data Collector Upgrade to Windows XP / 5.5	$798.00	$683.40	14%	N/A	N/A	N/A	N/A	$22.00	$17.00	$14.00
Business Manager - Add-On	Z6CS	Upgrade Software for Win2000	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Business Manager - Add-On	Z6V5	Upgrade Software for WinXP	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Confirmation Services Options	CSAP	e-Return Receipt Activation Kit (DM300-DM1100)	$195.00	$163.20	16%	N/A	N/A	N/A	N/A	$6.00	$4.00	$4.00
Confirmation Services Options	CSSX	Budget Manager Kit	$331.00	$277.44	16%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Connect + Base System	AZCG	Connect+ 500W Package (120/60LPM)	$8,910.00	$7,634.70	14%	$608.00	$57.00	N/A	N/A	$277.00	$230.00	$201.00
Connect + Color Printer	AZCJ	Connect+ 500W Color Print	$2,095.00	$1,795.20	14%	$437.60	$41.00	N/A	N/A	$85.00	$75.00	$70.00
Connect+	MSPQ	Connect+ SS Interface	$300.00	$257.04	14%	N/A	N/A	N/A	N/A	$9.00	$7.00	$6.00
Connect+ Base System	AZCR	Green Connect+ 3000 Pro Non-WOW	$18,895.00	$16,189.44	14%	$2,067.00	$193.00	N/A	N/A	$636.00	$541.00	$483.00
Connect+ Base System	AZCW	Green Connect+ 1000 Series	$23,090.00	$19,783.92	14%	$2,067.00	$193.00	N/A	N/A	$749.00	$628.00	$555.00
Connect+ Base System	AZCX	Green Connect+ 2000 Series	$4,375.00	$3,748.50	14%	$276.00	$26.00	N/A	N/A	$136.00	$112.00	$97.00
Connect+ Base System	AZCY	Green Connect+ 3000 Series Non-WOW	$8,225.00	$7,047.18	14%	$591.00	$55.00	N/A	N/A	$258.00	$214.00	$187.00
Connect+ Base System	AZCZ	Green Connect+ 3000 Series WOW	$8,050.00	$6,897.24	14%	$1,665.00	$155.00	N/A	N/A	$320.00	$286.00	$264.00
Connect+ Option	APFA	MyGraphics Designer Enabled	$12,075.00	$10,345.86	14%	$1,665.00	$155.00	N/A	N/A	$428.00	$370.00	$333.00
			$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00

Category	PCN	DESCRIPTION	Commercial List	BuyBoard Price	% Off Commercial	BuyBoard Purchase SLA	BuyBoard Monthly SLA	BuyBoard Purchase SMA	BuyBoard Monthly SMA	36 month lease payment (includes equipment, SLA, SMA)	48 month lease payment (includes equipment, SLA, SMA)	60 month lease payment (includes equipment, SLA, SMA)
Connect+ Option	APSAG	130 LPM Feature-Green C+ 1000	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Option	APSBG	160 LPM Feature-Green C+ 1000	$525.00	$449.82	14%	N/A	N/A	N/A	N/A	$15.00	$11.00	$10.00
Connect+ Option	APSCG	180 LPM Feature-Green C+ 1000	$1,745.00	$1,495.32	14%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Connect+ Option	APSDG	130/70 LPM Feature-Green C+ 2000	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Option	APSEG	160/95 LPM Feature-Green C+ 2000	$1,225.00	$1,049.58	14%	N/A	N/A	N/A	N/A	$33.00	$26.00	$22.00
Connect+ Option	APSFG	180/115 LPM Feature-Green C+ 2000	$2,795.00	$2,394.96	14%	N/A	N/A	N/A	N/A	$75.00	$59.00	$49.00
Connect+ Option	APSGG	165/105 LPM Feature-Green C+ 3000	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Option	APSHG	220/135 LPM Feature-Green C+ 3000	$1,045.00	$895.56	14%	N/A	N/A	N/A	N/A	$29.00	$22.00	$19.00
Connect+ Option	APSJG	270/170 LPM Feature-Green C+ 3000	$4,195.00	$3,594.48	14%	N/A	N/A	N/A	N/A	$113.00	$88.00	$73.00
Connect+ Option	APSKG	310/205 LPM Feature-Green C+ 3000	$9,095.00	$7,792.80	14%	N/A	N/A	N/A	N/A	$244.00	$191.00	$158.00
Connect+ Option	AZBT	Connect+ 1000 with Energy Star	$6,245.00	$5,350.92	14%	$276.00	$26.00	N/A	N/A	$186.00	$151.00	$130.00
Connect+ Option	AZCE	Green Connect+ Mono Printer	$0.00	$0.00	0%	$341.00	$32.00	N/A	N/A	$22.00	$24.00	$26.00
Connect+ Option	AZCF	Green Connect+ 1000 Color Printer	$1,395.00	$1,195.44	14%	$425.00	$40.00	N/A	N/A	$65.00	$60.00	$57.00
Connect+ Option	AZCL	Green Connect+ 2000 Color Printer	$0.00	$0.00	0%	$425.00	$40.00	N/A	N/A	$27.00	$30.00	$32.00
Connect+ Option	AZCM	Green Connect+ 3000 Color Printer	$0.00	$0.00	0%	$425.00	$40.00	N/A	N/A	$27.00	$30.00	$32.00
Connect+ Option	AZDA	160 LPM Feature Upgrade	$995.00	$852.72	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
Connect+ Option	AZDB	180 LPM Feature Upgrade	$2,745.00	$2,352.12	14%	N/A	N/A	N/A	N/A	$74.00	$58.00	$48.00
Connect+ Option	AZDC	160/95 LPM Feature Upgrade	$1,995.00	$1,709.52	14%	N/A	N/A	N/A	N/A	$54.00	$42.00	$35.00
Connect+ Option	AZDD	180/115 LPM Feature Upgrade	$4,245.00	$3,637.32	14%	N/A	N/A	N/A	N/A	$114.00	$89.00	$74.00
Connect+ Option	AZDE	220/135 LPM Feature Upgrade	$1,745.00	$1,495.32	14%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Connect+ Option	AZDF	270/170 LPM Feature Upgrade	$6,245.00	$5,350.92	14%	N/A	N/A	N/A	N/A	$168.00	$131.00	$109.00
Connect+ Option	AZDG	310/205 LPM Feature Upgrade	$13,245.00	$11,348.52	14%	N/A	N/A	N/A	N/A	$356.00	$277.00	$230.00
Connect+ Option	AZDJ	Upgrade to Connect+ Analytics (Max 500 Accounts)	$1,295.00	$1,108.76	14%	N/A	N/A	N/A	N/A	$35.00	$28.00	$23.00
Connect+ Option	AZDK	Upgrade to Connect+ Analytics (Max 1000 Accounts)	$1,445.00	$1,238.28	14%	N/A	N/A	N/A	N/A	$39.00	$31.00	$26.00
Connect+ Option	AZDL	Upgrade to Connect+ Analytics (Max 2000 Accounts)	$1,745.00	$1,495.32	14%	N/A	N/A	N/A	N/A	$47.00	$37.00	$31.00
Connect+ Option	AZDM	Upgrade to Connect+ Analytics (Max 3000 Accounts)	$2,245.00	$1,923.72	14%	N/A	N/A	N/A	N/A	$61.00	$47.00	$39.00
Connect+ Option	AZDN	Connect+ 3000 WOW Upgrade	$6,495.00	$5,565.12	14%	N/A	N/A	N/A	N/A	$175.00	$136.00	$113.00
Connect+ Option	AZDP	Upgrade 5lb to 10lb Weighing	$595.00	$510.00	14%	N/A	N/A	N/A	N/A	$16.00	$13.00	$11.00
Connect+ Option	AZDR	Upgrade 5lb to 15lb Weighing	$895.00	$767.04	14%	N/A	N/A	N/A	N/A	$25.00	$19.00	$16.00
Connect+ Option	AZDS	Upgrade to 149lb Weighing	$2,795.00	$2,394.96	14%	$192.00	$18.00	N/A	N/A	$87.00	$73.00	$64.00
Connect+ Option	AZDT	Upgrade to 70lb Weighing	$1,995.00	$1,709.52	14%	$192.00	$18.00	N/A	N/A	$66.00	$56.00	$50.00
Connect+ Option	AZDU	Upgrade to 30lb Weighing	$1,495.00	$1,281.12	14%	$148.00	$14.00	N/A	N/A	$51.00	$43.00	$38.00
Connect+ Option	G385134	Programmable Keyboard	$50.00	$42.84	14%	N/A	N/A	N/A	N/A	$2.00	$2.00	$1.00
Connect+ Option	GENFDR1	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Option	GENFDR2	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Option	GENFDR3	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Requied for C+ 1000	DLU1	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Requied for C+ 2000	DLU2	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Requied for C+ 3000	DLU3	Connect+ Download Installation Kit	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Upgrades	AZBJ	Connect+ 2000 Color Printer Upgrade	$3,995.00	$2,852.94	29%	$425.00	$40.00	N/A	N/A	$117.00	$100.00	$90.00
Connect+ Upgrades	AZBK	Connect+ Energy Star Kit - Requires APFD	$0.00	$0.00	0%	N/A	N/A	N/A	N/A	$0.00	$0.00	$0.00
Connect+ Upgrades	AZBN	Connect+ 1000 Color Printer Upgrade	$4,135.00	$2,952.90	29%	$425.00	$40.00	N/A	N/A	$120.00	$103.00	$92.00
Connect+ Upgrades	AZBP	Connect+ 3000 Color Printer Upgrade	$4,495.00	$3,209.94	29%	$425.00	$40.00	N/A	N/A	$128.00	$109.00	$97.00
Connect+ Upgrades	MSSA	Connect+ Professional Services	$395.00	$330.48	16%	N/A	N/A	N/A	N/A	$11.00	$9.00	$7.00
Connect+ Upgrades	MW90020	Connect+ Flats Feeding Guide	$495.00	$414.12	16%	N/A	N/A	N/A	N/A	$13.00	$11.00	$9.00
ConnectRight Mailer	CRM4	ConnectRight Mailer Electronically Delivered Business Services Suite Software Feature Set	$700.00	$599.76	14%	N/A	N/A	$400.00	$38.00	$57.00	$53.00	$51.00
ConnectRight Mailer	CRM7	ConnectRight Mailer Electronically Delivered Stand-alone Software	$1,800.00	$1,542.24	14%	N/A	N/A	$1,200.00	$118.00	$162.00	$151.00	$145.00
ConnectRight Mailer	CRM8	ConnectRight Mailer Electronically Delivered Integrated Base Software	$1,800.00	$1,542.24	14%	N/A	N/A	$1,200.00	$113.00	$162.00	$151.00	$145.00
ConnectRight Mailer	CRMB	ConnectRight Basic Electronically Delivered Stand-alone Software	$400.00	$342.72	14%	N/A	N/A	$650.00	$61.00	$72.00	$70.00	$68.00
ConnectRight Mailer	WSMF	ConnectRight Mailer - Basic Installation and Training	$495.00	$424.32	14%	N/A	N/A	N/A	N/A	$14.00	$11.00	$9.00
ConnectRight Mailer	WSMG	ConnectRight Mailer - Basic Installation, Training, and Mail Run Assistance	$995.00	$852.72	14%	N/A	N/A	N/A	N/A	$27.00	$21.00	$18.00
DI2000	DIC0	DI2000 Two Enclosure Feeder System	$132,595.00	$110,902.56	16%	$10,543.00	$980.00	N/A	N/A	$4,126.00	$3,442.00	$3,025.00
DI2000	DIC1	DI2000 Three Enclosure Feeder System	$135,595.00	$113,411.76	16%	$10,543.00	$980.00	N/A	N/A	$4,204.00	$3,503.00	$3,075.00
DI2000	DIC2	DI2000 Four Enclosure Feeder System	$152,595.00	$127,630.56	16%	$11,343.00	$1,054.00	N/A	N/A	$4,698.00	$3,906.00	$3,423.00
DI2000	DIC3	Face Up Meter - Up to 20 Sheets	$26,395.00	$22,076.88	16%	$4,375.00	$407.00	N/A	N/A	$964.00	$845.00	$772.00
DI2000	DIC4	Additional Divert Bin	$4,000.00	$3,345.60	16%	$656.00	$61.00	N/A	N/A	$146.00	$128.00	$117.00
DI2000	DIC5	Face Up Meter - Up to 50 Sheets	$27,995.00	$23,415.12	16%	$5,060.00	$471.00	N/A	N/A	$1,047.00	$926.00	$850.00
DI2000	DIC6	Face Up Exit Scan without Meter – Up to 20 Sheets	$15,395.00	$12,876.48	16%	$1,140.00	$106.00	N/A	N/A	$475.00	$395.00	$346.00
DI2000	DIC7	Face Up Exit Scan with Meter – Up to 20 Sheets	$28,195.00	$23,582.40	16%	$4,655.00	$433.00	N/A	N/A	$1,028.00	$901.00	$824.00
DI2000	DIC8	Face Up Exit Scan without Meter – Up to 50 Sheets	$17,295.00	$14,465.64	16%	$1,380.00	$129.00	N/A	N/A	$539.00	$450.00	$397.00
DI2000	DIC9	Face Up Exit Scan with Meter – Up to 50 Sheets	$29,895.00	$25,004.28	16%	$4,895.00	$455.00	N/A	N/A	$1,087.00	$953.00	$870.00
DI2000	DICA	Face Down Exit 1 Divert	$11,395.00	$9,530.88	16%	$656.00	$61.00	N/A	N/A	$340.00	$279.00	$242.00
DI2000	DICB	Additional Divert Bin for Face Down Processing	$5,795.00	$4,847.04	16%	$656.00	$61.00	N/A	N/A	$193.00	$165.00	$147.00

Postage Meter Rentals Meter	Description	BuyBoard Monthly Price	BuyBoard Quarterly Price
K7M0	Mail Station	$18.00	$54.00
PR00-LOW	DM125 meter	$33.00	$99.00
PR00-HIGH	DM225 meter	$35.00	$105.00
G900-LOW	DM300 meter	$40.00	$120.00
G900-MID	DM400 meter	$45.00	$135.00
G900-HIGH	DM475 meter	$50.00	$150.00
1M00-LOW	DM500-DM875 meter - NO NEW SALES PERMITTED	$67.00	$201.00
1M00-HIGH	DM900-DM1100 meter - NO NEW SALES PERMITTED	$74.00	$222.00
1W00-LOW	CONNECT+ 1000/2000 meter	$57.00	$171.00
1W00-HIGH	CONNECT+ 3000 meter	$70.00	$210.00
4W00-LOW	CONNECT+ 1000/2000 meter	$57.00	$171.00
4W00-HIGH	CONNECT+ 3000 meter	$70.00	$210.00
1P0A	KIOSK meter	$100.00	$300.00
1R0T	DMT Meter	$81.00	$243.00

Purchase Power prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
K7M0	Mail Station	$7.00	$21.00
PR00-LOW	DM125 meter	$7.00	$21.00
PR00-HIGH	DM225 meter	$7.00	$21.00
G900-LOW	DM300 meter	$7.00	$21.00
G900-MID	DM400 meter	$7.00	$21.00
G900-HIGH	DM475 meter	$7.00	$21.00
1M00-LOW	DM500-DM875 meter	$15.00	$45.00
1M00-HIGH	DM900-DM1100 meter	$15.00	$45.00
1W00-LOW	CONNECT+ 1000/2000 meter	$15.00	$45.00
1W00-HIGH	CONNECT+ 3000 meter	$15.00	$45.00
4W00-LOW	CONNECT+ 1000/2000 meter (effective May 1, 2015)	$15.00	$45.00
4W00-HIGH	CONNECT+ 3000 meter (effective May 1, 2015)	$15.00	$45.00

Confirmation Services Subscription prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
7PR0-LOW	confirmation services for DM125 meter	$7.00	$21.00
7PR0-HIGH	confirmation services for DM225 meter	$7.00	$21.00
G9SS-LOW	confirmation services for DM300 meter	$7.00	$21.00
G9SS-MID	confirmation services for DM400 meter	$7.00	$21.00
G9SS-HIGH	confirmation services for DM475 meter	$7.00	$21.00
1D00-LOW	confirmation services DM500-DM875 meter	$17.00	$51.00
1D00-HIGH	confirmation services DM900-DM1100 meter	$17.00	$51.00
M9SS-LOW	confirmation services for CONNECT+ 1000/2000 meter	$17.00	$51.00
M9SS-HIGH	confirmation services for CONNECT+ 3000 meter	$17.00	$51.00

Electronic Return Receipt Subscription prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
G9SS-LOW	electronic return receipt for DM300 meter	$21.00	$63.00
G9SS-MID	electronic return receipt for DM400 meter	$21.00	$63.00
G9SS-HIGH	electronic return receipt for DM475 meter	$21.00	$63.00
1D00-LOW	electronic return receipt DM500-DM875 meter	$25.00	$75.00
1D00-HIGH	electronic return receipt DM900-DM1100 meter	$45.00	$135.00
M9SS-LOW	electronic return receipt for CONNECT+ 1000/2000 meter	$25.00	$75.00
M9SS-HIGH	electronic return receipt for CONNECT+ 3000 meter	$25.00	$75.00

Inview Accounting Subscription prices are in addition to meter rental price		BuyBoard Monthly Price	BuyBoard Quarterly Price
NVMA	INVIEW TMR - SINGLE METER	$4.00	$12.00
NVMB	INVIEW TMR - UP TO 2 METERS	$7.00	$21.00
NVMC	INVIEW TMR - UP TO 5 METERS	$15.00	$45.00
NVMD	INVIEW TMR - UP TO 20 METERS	$50.00	$150.00

ITEM#	BB PRICE	60MONTHS
T25B	$ 3,923.94	$ 106.00
T25B	$ 3,923.94	$ 106.00
T124	$ 2,337.84	$ 74.00
T124	$ 2,337.84	$ 74.00
T209	$ -	$ -
T209	$ -	$ -
T215	$ -	$ -
T215	$ -	$ -
T216	$ -	$ -
T216	$ -	$ -
T217	$ -	$ -
T217	$ -	$ -
T245	$ -	$ -
T245	$ -	$ -
T265	$ -	$ -
T265	$ -	$ -
T271	$ -	$ -
T271	$ -	$ -
T322	$ 852.72	$ 31.00
T322	$ 852.72	$ 31.00
T414	$ 644.64	$ 14.00
T414	$ 644.64	$ 14.00
T4M1	$ 774.18	$ 16.00
T4M1	$ 774.18	$ 16.00
T4P1	$ 1,125.06	$ 23.00
T4P1	$ 1,125.06	$ 23.00
TS31	$ 120.36	$ 3.00
TS31	$ 120.36	$ 3.00
NVMC	$ -	$ 15.00
1FWV	$ 838.44	$ 17.00
1FWX	$ 1,195.44	$ 25.00
APA4	$ 657.90	$ 14.00
APA4	$ 657.90	$ 14.00
APFB	$ -	$ -
APFM	$ -	$ -
APSA	$ -	$ -
APSD	$ -	$ -
AZBA	$ 4,140.18	$ 105.00
AZBB	$ 7,786.68	$ 202.00
AZBE	$ -	$ 26.00
AZBG	$ 496.74	$ 11.00
AZBL	$ -	$ 32.00
ERR1	$ -	$ -
ERR1	$ -	$ -
MP0X	$ 167.28	$ 4.00
MP3X	$ 338.64	$ 7.00

MSD1	$	-	$	-
MSD1	$	-	$	-
MSDA	$	68.34	$	2.00
MSDA	$	68.34	$	2.00
MSPS	$	1,120.98	$	43.00
MW90006	$	423.30	$	9.00
MW90007	$	-	$	-
MW90008	$	-	$	-
MW90008	$	-	$	-
MW90147	$	139.74	$	3.00
MW90147	$	139.74	$	3.00
MW96000	$	-	$	-
MW96000	$	-	$	-
NV21	$	1,018.98	$	21.00
NV2A	$	414.12	$	9.00
NVCU	$	424.32	$	9.00
NVWE	$	139.74	$	3.00
SBDS	$	568.14	$	24.00
SBDS	$	568.14	$	24.00
SPY8	$	665.04	$	24.00
SPY8	$	665.04	$	24.00
SVWA	$	922.08	$	19.00
SVWD	$	209.10	$	5.00
SVWX	$	423.30	$	9.00
PTV0	$	-	$	-
PTV0	$	-	$	-
T310	$	1,024.08	$	35.00
T310	$	1,024.08	$	35.00
MSPQ	$	257.04	$	10.00
1W00	$	-	$	57.00
1W00	$	-	$	57.00
M9SS	$	-	$	42.00
M9SS	$	-	$	42.00
T218	$	-	$	-
T218	$	-	$	-
	$	43,815.12	$	1,517.00

CUSTOMER PROPOSAL:

For:

HIDALGO COUNTY COURTHOUSE
100 N CLOSNER BLVD FL 1
MAIL ROOM
EDINBURG, TX 78539-3523
March 2, 2015

(___) ___ ____

LEASE TERM: **60 Months** LEASE FREQUENCY: **Quarterly**

LEASE PAYMENT INFORMATION

# of Payments	Total
60	$1,517

Rates are Monthly but billed Quarterly

EQUIPMENT DETAILS

Qty	Pack/Item	Equipment Description & Monthly Amount
1	AZBA	Connect+ 1000 Series $105
1	1W00	Connect+ Series Meter $57
1	APFM	Connect+ Laser Printer Enabled $0
1	APSA	130 LPM Feature $0
1	1FWV	5 lb Interfaced Weighing $17
1	APA4	Connect+ Analytics (Max 500 Accounts) $14
1	ERR1	e-Return Receipt Feature $0
1	AZBG	Black Graphics Upgrade $11
1	MSD1	10 in. Display – Standard Apps Center $0
1	AZBE	Connect+ Mono Printer $26
1	MW90007	Connect+ Drop Stacker $0
1	MSDA	Connect+ VBS Training $2
1	MW90008	Connect+ VBS Welcome Kit $0
1	PTV0	pbSmartPostage Free $0
1	SBDS	Barcode Scanner $24
1	M9SS	IntelliLink Subscription $42
1	MP0X	Differential Weighing for 2 lb, 5 lb, or 10 lb Scale $4
1	MW96000	15lb Scale Platform/Stand $0
1	MW90147	Wireless Keyboard $3
1	SPY8	Laser Printer $24
1	AZBB	Connect+ 2000 Series $202

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement

CUSTOMER PROPOSAL Continued...

1	1W00	Connect+ Series Meter	$57
1	APFM	Connect+ Laser Printer Enabled	$0
1	APSD	130/70 LPM Feature	$0
1	1FWX	15 lb Interfaced Weighing (Scale/Stand behind unit)	$25
1	APA4	Connect+ Analytics (Max 500 Accounts)	$14
1	APFB	Color Graphics Printing	$0
1	ERR1	e-Return Receipt Feature	$0
1	NV2A	INVIEW Custom Reports and Training	$9
1	MSD1	10 in. Display – Standard Apps Center	$0
1	NVCU	INVIEW MMS Custom Reports	$9
1	AZBL	Connect+ 2000 Color Printer	$32
1	MSPS	Connect+ Power Stacker	$43
1	MSDA	Connect+ VBS Training	$2
1	MW90008	Connect+ VBS Welcome Kit	$0
1	PTV0	pbSmartPostage Free	$0
1	SBDS	Barcode Scanner	$24
1	M9SS	IntelliLink Subscription	$42
1	MP3X	Differential Weighing for 15 lb or 30 lb Scale	$7
1	MW96000	15lb Scale Platform/Stand	$0
1	MW90006	Power Stacker Portrait Flats Kit	$9
1	MW90147	Wireless Keyboard	$3
1	SPY8	Laser Printer	$24
1	SVWA	Connect+ Series Console with Scale Stand	$19
1	SVWD	Additional Scale Stand for Connect+ Series Console	$5
1	SVWX	Console Extension Kit	$9
1	NV21	INVIEW Dashboard – Two+ Sites (All Systems)	$21
1	NVMC	INVIEW Dashboard – Up to 5 Meters	$15
X	XXXX		
1	NV90	INVIEW Subscription ~~$15~~ IS NOW INVIEW Dashboard (NVMC) for the same	$15
1	NVWE	INVIEW Dashboard Set-Up & Training	$3
1	T25B	SendSuite Xpress Postal Manager- Software only - USPS Meter Rates Can Add USPS Manifesting ~~$80~~	$106
1	T209	USPS Std A Bulk Manifesting	$0
1	T215	USPS Domestic Rates	$0
1	T4M1	Project Management	$16
1	T4P1	Installation Project Level 1	$23
1	T310	100 lb. Tabletop Scale	$35
1	T322	Low to Mid Volume 4in. Adhesive Label Printer	$31
1	T124	PC w/ Flat Panel Monitor	$74
1	TS31	Continuous Labels Supply for Low to Mid Volume Printer	$3
1	T217	USPS Automation / Non Automation Rates	$0
1	T218	USPS Mixed Mail Manifest (Single Piece)	$0
1	T245	USPS 4th Class DBMC Manifesting (required for T218)	$0
1	T265	USPS Std A Non-Profit Rates	$0
1	T271	USPS International Manifesting	$0
1	T414	Basic Operator Training - up to 4 Hrs (2 Operators)	$14
1	T4M1	Project Management	$16
1	T216	USPS International Rates	$0

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement

CUSTOMER PROPOSAL Continued...

1	T217	USPS Automation / Non Automation Rates	$0
1	T218	USPS Mixed Mail Manifest (Single Piece)	$0
1	T245	USPS 4th Class DBMC Manifesting (required for T218)	$0
1	T265	USPS Std A Non-Profit Rates	$0
1	T271	USPS International Manifesting	$0
1	T414	Basic Operator Training - up to 4 Hrs (2 Operators)	$14
1	GFS0	Payment Service Activation Call	$0
1	T25B	SendSuite Xpress Postal Manager- Software only - USPS Meter Rates Can Add USPS Manifesting	$106
2	XXX - MSPQ	XXXXXXXXXXXXXXXXXXXX Connect + Sendsuite Interface	$5 x 2 = $10
1	T209	USPS Std A Bulk Manifesting	$0
1	T215	USPS Domestic Rates	$0
1	T216	USPS International Rates	$0
1	T4P1	Installation Project Level 1	$23
1	T310	100 lb. Tabletop Scale	$35
1	T322	Low to Mid Volume 4in. Adhesive Label Printer	$31
1	T124	PC w/ Flat Panel Monitor	$74
1	TS31	Continuous Labels Supply for Low to Mid Volume Printer	$3

Total Monthly $1,517

Note: Applicable taxes will be added to the above lease payments.

Includes Equipment Maintenance Agreement

Includes Softguard Rate Replacement For Up To Six Rate Upgrades Per Year and Software Maintenance Agreement

AI-49523 **Purchasing Department** **15. H. 2.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: FACILITIES MANAGEMENT

Information

CAPTION

Acceptance and approval to award the proposal received from Herrcon, LLC, awarded Job Order Contractor through County's participation with BuyBoard JOC Contract #464-14 for the Turnkey replacement of Door at the Extension Services Building in the amount of $3,315.32. (Proj#2015-158-MSS)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-40-220-001-0-430

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

BUDGETARY IMPACT:

Req# 00275255 available balance as of 4-30-15 $3,315.32

Attachments

Proposal from Herrcon

Purchasing RSMeans verification.

Herrcon-BuyBoard contract information summary

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/30/2015 03:34 PM
Budget & Management	Veronica Ortiz	04/30/2015 03:56 PM
Manuel Chapa	Manuel Chapa	04/30/2015 04:56 PM
Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Moises Salazar		Started On: 04/30/2015 11:20 AM
Final Approval Date: 05/01/2015		

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501

BuyBoard® Cooperative Purchasing

JOC Contract #: 464-14

DELIVERY ORDER REQUEST

Client: Hidalgo County **Date:** 4/30/2015

Project: Extension Service Building Door Replacement

Location: 410 N 13th St., Edinburg, TX

Project Summary:	Replace existing metal exit door
Order Calculation Criteria:	Facilities & Commercial Renovation/Unit/Repair & Remodeling McAllen / Year 2015 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 3,725.08
Competitive Bid Coefficient	0.89	X	$ 3,315.32
Adjustments			$
			$ 3,315.32
Permits & Fees			$
			$ 3,315.32
Architectural & Engineering			$
			$ 3,315.32
Payment/Performance Bond			$
			$
		Delivery Order Request Quote	$ 3,315.32

Gilbert Herrera 4/30/15

Gilbert Herrera

Herrcon, LLC - BuyBoard JOC Contract # 464-14

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County
410 North 13th Street
Edinburg, Texas
Date: 04/30/2015

Cost Estimate Report
RSMeansOnline

HIdalgo Co Extension Service Door Replace
Year 2015 Quarter 1
Unit Detail Report

Prepared By:
Gilbert Herrera

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 08 Openings					
080505103900	Door demolition, special doors, storefront swing door, remove	1.00	Ea.	$224.27	$224.27
081213133000	Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 3'-0" x 6'-8"	1.00	Ea.	$235.92	$235.92
081313131020	Doors, commercial, steel, flush, full panel, hollow core, hollow metal, 18 ga., 3'-0" x 6'-8" x 1-3/4" thick	1.00	Ea.	$638.06	$638.06
081313131212	Hollow metal, for vision lite add	1.00	Ea.	$118.14	$118.14
087120300220	Door closer, electric automatic operators, surface mounted, light duty, parallel arm	1.00	Ea.	$210.95	$210.95
087120350020	Door hardware, panic device, for rim locks, single door, outside key and pull	1.00	Ea.	$734.45	$734.45
087120350203	Door hardware, panic device, install	1.00	Ea.	$1,098.87	$1,098.87
087120652040	Threshold, wood oak, ADA, 4-1/2" wide x 36" long	1.00	Ea.	$47.97	$47.97
087120901440	Door hardware, hinges, full mortise, high frequency, brass base, US26D, 4-1/2" x 4-1/2"	1.50	Pr.	$118.61	$177.92
087125109000	Weatherstripping, mechanical seals, minimum labor/equipment charge	1.00	Job	$112.14	$112.14
Division 08 Openings Subtotal					**$3,598.69**
Division 09 Finishes					
099113709000	Paints & coatings, doors & windows, exterior, minimum labor/equipment charge	1.00	Job	$126.39	$126.39
Division 09 Finishes Subtotal					**$126.39**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				$3,725.08
	General Contractor's Markup on Subs		0.00%		$0.00
	Subtotal				$3,725.08
	General Conditions		0.00%		$0.00
	Subtotal				$3,725.08
	General Contractor's Overhead and Profit		0.00%		$0.00
	Grand Total				$3,725.08

RSMeans
FROM THE GORDIAN GROUP®

Extension Services Building Door Replacement

410 N. 13th St.
Edinburg, TX, 78539
Date: 04/30/2015

Cost Estimate Report
RSMeansOnline

FACILITIES MANAGEMENT -PRICE VERIF
Year 2015 Quarter 1
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 08 Openings					
080505103900	Door demolition, special doors, storefront swing door, remove	1.00	Ea.	$224.27	$224.27
081213133000	Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 3'-0" x 6'-8"	1.00	Ea.	$235.92	$235.92
081313131020	Doors, commercial, steel, flush, full panel, hollow core, hollow metal, 18 ga., 3'-0" x 6'-8" x 1-3/4" thick	1.00	Ea.	$638.06	$638.06
081313131212	Hollow metal, for vision lite add	1.00	Ea.	$118.14	$118.14
087120300220	Door closer, electric automatic operators, surface mounted, light duty, parallel arm	1.00	Ea.	$210.95	$210.95
087120350020	Door hardware, panic device, for rim locks, single door, outside key and pull	1.00	Ea.	$734.45	$734.45
087120350203	Door hardware, panic device, install	1.00	Ea.	$1,098.87	$1,098.87
087120652040	Threshold, wood oak, ADA, 4-1/2" wide x 36" long	1.00	Ea.	$47.97	$47.97
087120901440	Door hardware, hinges, full mortise, high frequency, brass base, US26D, 4-1/2" x 4-1/2"	1.50	Pr.	$118.61	$177.92
087125109000	Weatherstripping, mechanical seals, minimum labor/equipment charge	1.00	Job	$112.14	$112.14
Division 08 Openings Subtotal					**$3,598.69**
Division 09 Finishes					
099113709000	Paints & coatings, doors & windows, exterior, minimum labor/equipment charge	1.00	Job	$126.39	$126.39
Division 09 Finishes Subtotal					**$126.39**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$3,725.08**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$3,725.08**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$3,725.08**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$3,725.08**

RSMeans
FROM THE GORDIAN GROUP®

Extension Services Building Door Replacement
410 N. 13th St.
Edinburg, TX, 78539
Date: 04/30/2015

Cost Estimate Report
RSMeansOnline

FACILITIES MANAGEMENT -PRICE VERIFICATION
Year 2015 Quarter 1
Unit Summary Report

Prepared By:
Purchasing Department
Hidalgo County

Division Description			Total
Division 08	Openings		$3,598.69
Division 09	Finishes		$126.39
Subtotal			$3,725.08
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$3,725.08
General Conditions		0.00%	$0.00
Subtotal			$3,725.08
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$3,725.08

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Herrcon, LLC
Address:	1333 E Jasmine Ave
	McAllen, TX 78501-5708
Phone Number:	(956) 330-5566
Email:	gherrera1@rgv.rr.com
Federal ID:	46-1829890
Contact:	Gilbert Herrera
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Job Order Contracting (RS Means)
Contract#:	464-14
Effective Date:	12/01/2014
Expiration Date:	11/30/2018
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	464-14
Return Policy:	N/A

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

AI-49510 **Purchasing Department** **15. I. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting authorization to rescind action taken on 12/16/14 under AI-47824, inasmuch as that the application of materials to proposed project has changed from candy cane/chain link mesh to basic 6 strand barb wire, which will result in a considerable savings while not impacting the intent of the project;

B. Acceptance and approval to award job order contractor, Herrcon (awarded JOC through Buyboard Contract #464-14) in the amount of **$30,429.08** for repairs and replacement to existing security fencing inside Juvenile Detention Center located at 1711 N. Bridge St in Weslaco, Tx -Project #2014-423-OGG.

BACKGROUND

At the request of Chief Buddy Silva, approval of proposed request to Herrcon will be a huge savings in the cost to modify proposed perimeters to the Juvenile Detention Center and still have the adequate security.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1295-423-00-330-028-0-740

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

BUDGETARY IMPACT:

Funds available pending liquidation of PO#718516.

Attachments

complete backup
Mr. Silva's Approval
AI-47824

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/30/2015 03:33 PM
Budget & Management	Veronica Ortiz	04/30/2015 03:55 PM
Glinda Pacheco	Glinda Pacheco	04/30/2015 04:37 PM
Auditor's Office	Veronica Ortiz	05/01/2015 10:33 AM
Glinda Pacheco	Glinda Pacheco	05/01/2015 10:38 AM

Auditor's Office	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Oscar Garza		Started On: 04/29/2015 01:15 PM
Final Approval Date: 05/01/2015		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

JUVENILE DETENTION CENTER
Modification of existing fence with Barb Wire

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Herrcon, LLC
Address:	1333 E Jasmine Ave
	McAllen, TX 78501-5708
Phone Number:	(956) 330-5566
Email:	gherrera1@rgv.rr.com
Federal ID:	46-1829890
Contact:	Gilbert Herrera
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Job Order Contracting (RS Means)
Contract#:	464-14
Effective Date:	12/01/2014
Expiration Date:	11/30/2018
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	464-14
Return Policy:	N/A

REVIEWED
By Oscar Garza at 1:14 pm, Apr 30, 2015

FINAL

Additional Resources

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Contact us 800-695-2919

Search Results

Search:

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Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

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Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Standard Hours. Current edition R.S. Means Construction Data. Line Item 1

Extended Product Information

Reference Number: 464-14

Part Number: Catalog

Unit Measure: EA

Full Description: 0.89 Texas Coefficent For Standard Hours. Current edition R.S. Means Cons

Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Non-Standard Hours. Current edition R.S. Means Construction Data. Line Item 2

Showing 1 to 2 of 2 entries

First Previ

Contact us 800-695-2919

REVIEWED
By Oscar Garza at 11:14 am, Apr 29, 2015

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501

BuyBoard® Cooperative Purchasing

JOC 464-14

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 4/28/2015

Project: Weslaco Juvenile Boot Camp Fence

Location: 1711 N. Bridge, Weslaco, TX

Project Summary: Modifications to existing perimeter chain link fence.

Order Calculation Criteria: Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2015 Qtr 1

Averages based on quantity and unit prices from RS Means			$ 33,684.71
Competitive Bid Coefficient	0.89	X	
Choice Facilities			$ 29,979.39
Adjustments			
			$ 29,979.39
Permits & Fees (If any, otherwise $0.00)			$
			$ 29,979.39
Architectural & Engineering Fees			$
			$
			29,979.39
Payment Bond			$
			$ 449.69
		Delivery Order Request Quote	$ 30,429.08

Gilbert Herrera 4/28/15

Gilbert Herrera Date

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County
1711 N Bridge
Weslaco, Tx
Date: 04/28/2015

Cost Estimate Report
RSMeansOnline

HC Juvenile Fence Revised
Year 2015 Quarter 1
Unit Detail Report

Prepared By:
Domingo Pequeno

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.50	Week	$3,925.00	$5,887.50
Division 01 General Requirements Subtotal					**$5,887.50**
Division 02 Existing Conditions					
024113601650	Fencing demolition, remove barbed wire, 5 strands	1,000.00	L.F.	$2.93	$2,930.00
024113601650	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.88	$879.00
024113601650	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.21	$205.10
024113621300	Selective demolition, chain link fences & gates, fence, fabric & accessories, extension arms & eye tops	105.00	Ea.	$5.71	$599.55
024113621300	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$1.34	$140.18
024113621300	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.31	$32.71
024113621400	Selective demolition, chain link fences & gates, fence, fabric & accessories, fence rails	1,000.00	L.F.	$0.85	$850.00
024113621400	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.20	$198.00
024113621400	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.05	$46.20
Division 02 Existing Conditions Subtotal					**$5,880.74**
Division 05 Metals					
050505100360	Selective metals demolition, manufactured or fabricated specialty item, 41 - 80 lb, remove whole or cut up into smaller pieces, excl shoring, bracing, cutting, loading, hauling, dumping	20.00	Ea.	$24.07	$481.40

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
050505100360	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$7.22	$144.42
050505100360	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$1.69	$33.70
Division 05 Metals Subtotal					**$659.52**
Division 32 Exterior Improvements					
323113104756	Chain link fences & gates, gate, chain link, galvanized steel, single, 4' x 10', excludes excavation	4.00	Ea.	$620.92	$2,483.68
323113104756	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$39.07	$156.29
323113104756	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$36.66	$146.62
323113205110	Fence, chain link industrial, double swing gates, 10' high, 20' opening, includes excavation, posts & hardware in concrete	1.00	Opng.	$3,497.78	$3,497.78
323113205110	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$547.80	$547.80
323113205110	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$184.38	$184.38
323113401800	Fence, fabric & accessories, extension arms, 6 strands, 2-3/8", barbed wire	120.00	Ea.	$24.61	$2,953.20
323113401800	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$3.29	$394.56
323113401800	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$1.43	$171.33
323126200020	Wire fencing & gates, wire fencing general, barbed wire, galvanized, domestic steel, standard, 12-3/4 ga.	84.00	M.L.F.	$120.41	$10,114.44
323126200020	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.00	$0.00
323126200020	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$7.22	$606.87
Division 32 Exterior Improvements Subtotal					**$21,256.95**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$33,684.71**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$33,684.71**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$33,684.71**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$33,684.71**

PRICE VERIFICATION

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County Juvenile Justice Center
1711 N. Bridge, Weslaco
Weslaco, TEXAS, 78596
Date: 04/29/2015

Cost Estimate Report
RSMeansOnline

Oscar Garza
Prepared By:
Purchasing Department
Hidalgo County

Juvenile Detention Center
Year 2015 Quarter 1
Unit Detail Report

REVIEWED
By Oscar Garza at 11:42 am, Apr 29, 2015

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.50	Week	$3,925.00	$5,887.50
Division 01 General Requirements Subtotal					**$5,887.50**
Division 02 Existing Conditions					
024113601650	Fencing demolition, remove barbed wire, 5 strands	1,000.00	L.F.	$2.93	$2,930.00
024113601650	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.21	$205.10
024113601650	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.88	$879.00
024113621300	Selective demolition, chain link fences & gates, fence, fabric & accessories, extension arms & eye tops	105.00	Ea.	$5.72	$600.60
024113621300	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.31	$32.71
024113621300	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$1.34	$140.18
024113621400	Selective demolition, chain link fences & gates, fence, fabric & accessories, fence rails	1,000.00	L.F.	$0.85	$850.00
024113621400	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.05	$46.20
024113621400	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.20	$198.00
Division 02 Existing Conditions Subtotal					**$5,881.79**
Division 05 Metals					
050505100360	Selective metals demolition, manufactured or fabricated specialty item, 41 - 80 lb, remove whole or cut up into smaller pieces, excl shoring, bracing, cutting, loading, hauling, dumping	20.00	Ea.	$24.07	$481.40

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
050505100360	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$1.69	$33.70
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Division 05 Metals Subtotal					**$659.52**
Division 32 Exterior Improvements					
323113104756	Chain link fences & gates, gate, chain link, galvanized steel, single, 4' x 10', excludes excavation	4.00	Ea.	$620.92	$2,483.68
323113104756	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$36.66	$146.62
323113104756	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$39.07	$156.29
323113205110	Fence, chain link industrial, double swing gates, 10' high, 20' opening, includes excavation, posts & hardware in concrete	1.00	Opng.	$3,497.78	$3,497.78
323113205110	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$184.38	$184.38
323113205110	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$547.80	$547.80
323113401800	Fence, fabric & accessories, extension arms, 6 strands, 2-3/8", barbed wire	120.00	Ea.	$24.62	$2,954.40
323113401800	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$1.43	$171.33
323113401800	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$3.29	$394.56
323126200020	Wire fencing & gates, wire fencing general, barbed wire, galvanized, domestic steel, standard, 12-3/4 ga.	84.00	M.L.F.	$120.41	$10,114.44
323126200020	Cost adjustment factors, material handling & storage limitation, add to construction costs for particular job requirements, maximum	1.00	Costs	$7.22	$606.87
323126200020	Cost adjustment factors, work inside prisons and high security areas, add to construction costs for particular job requirements, minimum	1.00	Costs	$0.00	$0.00
Division 32 Exterior Improvements Subtotal					**$21,258.15**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				$33,686.96
	General Contractor's Markup on Subs		0.00%		$0.00
	Subtotal				$33,686.96
	General Conditions		0.00%		$0.00
	Subtotal				$33,686.96
	General Contractor's Overhead and Profit		0.00%		$0.00
	Grand Total				$33,686.96

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County Juvenile Justice Center
1711 N. Bridge, Weslaco
Weslaco, TEXAS, 78596
Date: 04/29/2015

Cost Estimate Report
RSMeansOnline

Juvenile Detention Center
Year 2015 Quarter 1
Unit Summary Report

Oscar Garza
Prepared By:
Purchasing Department
Hidalgo County

Division Description			Total
Division 01	General Requirements		$5,887.50
Division 02	Existing Conditions		$5,881.79
Division 05	Metals		$659.52
Division 32	Exterior Improvements		$21,258.15
Subtotal			$33,686.96
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$33,686.96
General Conditions		0.00%	$0.00
Subtotal			$33,686.96
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$33,686.96

Zimbra **oscar.garza@co.hidalgo.tx.us**

RE: Juvenile Detention Center JOC Price Verification

From : Buddy Silva <buddy.silva@jpd.co.hidalgo.tx.us> Wed, Apr 29, 2015 04:15 PM
Subject : RE: Juvenile Detention Center JOC Price Verification 1 attachment
To : 'Oscar Garza' <oscar.garza@co.hidalgo.tx.us>
Cc : Richard Garza <richard.garza@jpd.co.hidalgo.tx.us>

Oscar, I have reviewed and do approve the revised proposal. Please proceed with the required processing at your end. If you have any questions please contact me. Thank you for your support and help on this project.

Israel "Buddy" Silva, Jr.
Director / Chief JPO
Judge Mario E. Ramirez, Jr.
Juvenile Justice Center
1001 N. Doolittle Rd./P.O. Box 267
Edinburg, Texas 78542
Phone: (956) 587-6200
Fax: (956) 318-2950

From: Oscar Garza [mailto:oscar.garza@co.hidalgo.tx.us]
Sent: Wednesday, April 29, 2015 11:42 AM
To: buddy silva
Cc: rene deluna; Richard Garza; Elena Gaitan
Subject: Juvenile Detention Center JOC Price Verification

Mr. Silva,

Attached is the JOC proposal as submitted for proposed installation of the barbed wire fencing as opposed to the proposed candy cane/chain link mesh. There is a substantial amount of price difference.

The proposed prices meet the RS Means guidelines and I have attached my price verification. There a couple of prices that differ by a penny; however this is due to price changes/adjustments within the RS Means estimator. The JOC proposed prices are lower than the price verification within a couple of dollars.

Upon your review and approval, I will place on Commissioners Court requesting to rescind previous action taken on 12/16/2014 agenda item AI-47824, followed by a request to award JOC with revised quote.

I would also like to formally request that Ms. Gaitan request a cancellation to PO

#718516. Same Acct #4-1295-423-00-330-028-0-739 will be used for new PO in the appropriate amount.

Should you have any questions, please let me know.

Thank You!

--

Oscar Garza, Program Coordinator
2802 So Bus. Hwy 281
Postal Mailing Address:
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us
Is it really necessary to print this email?Π

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image001.jpg
3 KB

APPROVED

AI -47824 **Purchasing Department 24. J. 1.**

CC - REGULAR

Meeting Date: 12/16/2014

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award job order contractor, Herrera & Hunt (awarded JOC through HCDE-Choice Facility Partners Contract #09-040JC-07) in the amount of $63,852.85 for repairs and replacement to existing security fencing inside Juvenile Detention Center located at 1711 N. Bridge St in Weslaco, Tx -Project #2014-423-OGG.

BACKGROUND

There has been several incidents that have prompted the replacement of the current fence from razor blade sharp fencing to a candy cane style of application above the current 10' hurricane fence located inside the premises of the Juvenile Detention Center. As per Commander De Luna immdediate action is required and application has been reviewed by project engineer Mr. Raul Sesin.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1295-423-00-330-028-0-739

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

BUDGETARY IMPACT:

Funds available as of 12/12/14.

Attachments

completed backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/12/2014 03:12 PM
Budget & Management	Veronica Ortiz	12/12/2014 04:08 PM
Glinda Pacheco	Glinda Pacheco	12/12/2014 04:54 PM
Auditor's Office	Monica Badillo	12/12/2014 08:19 PM
Form Started By: Oscar Garza		Started On: 12/12/2014 02:35 PM
Final Approval Date: 12/12/2014		

AI-49545 **Purchasing Department** **15. J. 1.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Oscar Garza,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval and authorization for purchase/installation of lighting equipment & accessories from Fleet Safety Equipment Inc., through County's membership/participation with Buyboard Contract #432-13 in the amount of **$259,043.20** for the following Constables to include but not limited to availability and market price fluctuation.

DEPARTMENT	REQ #	AMOUNT
CONSTABLE PCT #1	275556	$ 47,077.74
CONSTABLE PCT #1	275162	$ 43,834.75
CONSTABLE PCT #2	276013	$ 64,401.41
CONSTABLE PCT #2	275994	$ 7,014.70
CONSTABLE PCT #3	275831	$ 5,105.72
CONSTABLE PCT #3	275772	$ 20,704.00
CONSTABLE PCT #4	276099	$ 19,887.56
CONSTABLE PCT #4	276019	$ 43,177.44
CONSTABLE PCT #4	276002	$ 7,839.88
COMBINED TOTAL		**$259,043.20**

BACKGROUND

Proposed purchase will provide the necessary equipment for all vehicles as identified under the vehicle replacement program.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-291-014-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Pct #1 acct #5-1304-421-00-291-014-0-752

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-291-001-0-430

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

PCT #1 ACCT #5-1100-421-00-291-001-0-430

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-291-001-0-660

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

PCT #1 ACCT #5-1100-421-00-291-001-0-660

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-292-014-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

PCT #2 ACCT #5-1304-421-00-292-014-0-752

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-293-017-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

PCT #3 ACCT #5-1304-421-00-293-017-0-752

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-421-00-294-014-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

PCT #4 ACCT #5-1304-421-00-294-014-0-752

Attachments

275162
275556
275772
275831
275994
276002
276013
276019
276099

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 10:34 AM
Glinda Pacheco	Glinda Pacheco	05/01/2015 01:24 PM

Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Oscar Garza		Started On: 04/30/2015 04:20 PM
Final Approval Date: 05/01/2015		

Requisition

Req # 00275162

PO #

Date: 04/13/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact: Joe Espinosa
956-447-3775

Contract No: buyboard 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Buyboard 432-13 expires 03-31-2017 Emergency Lighting and equipment for (3) 2015 Ford Explorer Police Interceptor Utility Vehicles **Asset #s 63479 - 63480 - 63481** DO NOT DUPLICATE ORDER		
3.00	EACH	CO (ASSET # 64436 - 64438) IX34UFZ - Ford Explorer, 2011-2014 and police interceptor utility, 2013-2014, ten 3-led lamps, upper front two piece unit, individual driver and passanger side units, with two led/flashiing/take-downs	532.88	1,598.64
3.00	EACH	CO (ASSET # 64439 - 64441) CCSRN3 - same as Ccsrn3- with traffic advisor module (replaces Ccrnta2)	841.00	2,523.00
3.00	EACH	CO SA315P - 123Db Speaker, Nylon Comosite	168.53	505.59
3.00	EACH	CO SAK1 - Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	19.43	58.29
6.00	EACH	CO VTX609R - Red,Blue, Amber or White, 9' Cable **Turn Signal 2 per Unit**	69.30	415.80
12.00	EACH	CO VTX609J - Split Color, Red, Blue, White and/or Amber, with 9' Cable **Running Board 4 per unit**	71.93	863.16
12.00	EACH	CO VTXFB - Flange Kit, Surface Mount, Black	4.46	53.52
6.00	EACH	CO VTX609D - Split Color, Red, Blue, white and/or amber, with 9' cable	71.93	431.58
6.00	EACH	CO VTX609E - Split Color, Red, Blue, white and/or amber, with 9' cable **head and tail light**	71.93	431.58
6.00	EACH	CO (ASSET # 64442 - 64447) AVN2LRRB - red/blue warning with 2 Lr11 take-downs **rear side window**	333.52	2,001.12
3.00	EACH	CO P46SLC - par-46, 13vdec, replacement, 2? spot light	133.35	400.05
6.00	EACH	CO IONSMJ - split red/blue, black housing	92.40	554.40
3.00	EACH	CO 11-487045-101 * housing, ion mirror beam drvr list 141.00-47.5%	74.03	222.08
3.00	EACH	CO 11-487045-r01 * housing, ion mirror beam pass list 141.00-47.5% **side mirrors**	73.36	220.08
3.00	EACH	CO IONBKT2 - optional rear hatch mounting brackets (pair) for 2013-2014 Ford police interceptor utility, requires six ion? series lightheads purchased separately, not for use with ion? V-series	37.80	113.40
18.00	EACH	CO IONJ - split red/blue, black housing **rear hatch**	92.40	1,663.20
3.00	EACH	CO (ASSET # 64448 - 64450) TAD8RB - eight lamp, six lamp, tir3? super-led/ traffic advisor?, 30.36" long, with two end flashing leds, blue, red and/or amber, less control head **rear window**	364.35	1,093.05
3.00	EACH	CO DBKT4 - "L" angle mounting bracket kit, customer installed	12.34	37.02

Authorized By: _____

Requisition

Req # 00275162

PO #

Date: 04/13/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
3.00	EACH	CO (ASSET # 64451 - 64453) BK2019ITU12 - Setina Push Bumper pb450L4 - whelen Ion PB450L4 Alum Push Bumper 4 whelen led lights (specify colors) for 12-13 interceptor utility	647.01	1,941.03
3.00	EACH	CO (ASSET # 64454 - 64456) C-VS-1308-INUT * 2013-2014 Ford interceptor utility police vehcile specific 21" console	255.94	767.82
3.00	EACH	CO C-CUP2-I * internal cup holders	28.67	86.01
3.00	EACH	CO C-ARM-103 * armrest for top mount, console, large pad	67.57	202.71
3.00	EACH	CO C-LP-3 * 3 lighter plug outlets	30.03	90.09
3.00	EACH	CO C-MC * mic clip	7.51	22.53
6.00	EACH	CO C-MCB * mic clip bracket	9.56	57.36
3.00	EACH	CO CG-X * chrggrd, unv, cntrlmdl	64.35	193.05
1.00	EACH	CO (ASSET # 64457) KK-K9-HP-5010-B * k9, acsy,htpop,hd,sp, havis list 1723.70-35%	1,120.41	1,120.41
1.00	EACH	CO KK-K9-HA-RBM * k9, acsy, htlrm, htpop, opt, pager, sp, havis list 449.90-35%=	292.44	292.44
1.00	EACH	CO KK-K9-HA-FKT-12 * k9 transport heat alarm unit option, hot-n-pop unit, heat alarm fan 12"	292.44	292.44
1.00	EACH	CO KK-K9-F18-K-PT * 2014 ford interceptor utility k9 prisoner transport system	2,122.84	2,122.84
2.00	EACH	CO (ASSET # 64458 - 64459) P4704UINT13A - center sliding polycarbonate window	412.22	824.44
2.00	EACH	CO RP47UINT13 - recessed panel (space saver)	67.12	134.24
2.00	EACH	CO SP47BS13 - pair, 20", 14 gauge steel extension panels (for use with rpt47unit13 recessed panel	52.88	105.76
2.00		CO B4705UINT13 - 7 gauge steel wire, cargo barrier with filler panels (for use w/side curtain airbags in police package only)	291.54	583.08
3.00	EACH	CO (ASSET # 64460 - 64462) 200-0808-05 * Radar Dual S1 #200-0808-05	2,647.04	7,941.12
2.00	EACH	CO (ASSET # 64463 - 64464) GK10342USVSCA - Dual T-Rail mount 2 universal	338.91	677.82
4.00	EACH	CO (ASSET # 64465 - 64468) PT-REENFORCE * Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras, x1 Pannin Re-Enforcer Mobile Dock, x2 Software Licenses	1,695.00	6,780.00
102.00	HRS	CO Labor for installation including camera	50.00	5,100.00
1.00		EX shipping and handling **CENCOM: C-EB40-CCS-1P** AND **APX7500 (RH): C-EB25-XTL-1P**	1,314.00	1,314.00
		Account No	Encumbrance	
		5-1304-421-00-291-014-0-752	43,834.75	
			Freight	.00

Authorized By: _____

Requisition

Req # 00275162

PO #

Date: 04/13/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Total	43,834.75

Authorized By: _____

37562

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/16/2015	37988

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		2015 FORD EXPLORER- HIDALGO CO PCT 1		
3	IX34UFZ	Ford Explorer, 2011-2014 And Police Interceptor Utility, 2013-2014, Ten 3-Led Lamps, Upper Front Two Piece Unit, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	532.88	1,598.64
3	CCSRN3	Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	841.00	2,523.00
3	SA315P	123Db Speaker, Nylon Composite	168.53	505.59
3	SAK1	Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	19.43	58.29
6	VTX609R	Red, Blue, Amber Or White, 9' Cable ** TURN SIGNAL 2 per unit**	69.30	415.80
12	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable ** RUNING BOARD 4 per units **	71.93	863.16
12	VTXFB	Flange Kit, Surface Mount, Black	4.46	53.52
6	VTX609D	Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	431.58
6	VTX609E	Split Color, Red, Blue, White And/Or Amber, With 9' Cable ** head and tail light**	71.93	431.58

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/16/2015	37988

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
6	AVN2LRRB	Red/Blue Warning With 2 Lr11 Take-Downs ** rear side window**	333.52	2,001.12
3	P46SLC	Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	400.05
6	IONSMJ	Split Red/Blue, Black Housing	92.40	554.40
3	11-487045-l01	Housing, Ion Mirror Beam Drvr	74.02667	222.08
3	11-487045-R01	Housing, Ion Mirror Beam Pas ** side mirrors**	73.36	220.08
3	IONBKT2	Optional Rear Hatch Mounting Brackets (Pair) For 2013-2014 Ford Police Interceptor Utility, Requires Six Ion? Series Lightheads Purchased Separately, Not For Use With Ion? V-Series	37.80	113.40
18	IONJ	Split Red/Blue, Black Housing ** rear hatch**	92.40	1,663.20
3	TAD8RB	Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds, Blue, Red And/Or Amber, Less Control Head ** rear window**	364.35	1,093.05
3	DBKT4	"L" Angle Mounting Bracket Kit, Customer Installed SETINA PUSH BUMPER	12.34	37.02

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/16/2015	37988

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
3	BK2019ITU12	Pb450L4 - Whelen Ion PB450L4 ALUM PUSH BUMPER 4 WHELEN LED LIGHTS(SPECIFY COLORS) FOR 12-13 INTERCEPTOR UTILITY	647.01	1,941.03
		HAVIS CONSOLE		
3	C-VS-1308-INUT	2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console	255.94	767.82
3	C-CUP2-I	Internal Cup Holders	28.67	86.01
3	C-ARM-103	Armrest For Top Mount, Console, Large Pad	67.57	202.71
3	C-LP-3	3 Lighter Plug Outlets	30.03	90.09
3	C-MC	Mic Clip	7.51	22.53
6	C-MCB	Mic Clip Bracket	9.56	57.36
3	CG-X	CHRGGRD, UNV, CNTRLMDL,	64.35	193.05
1	KK-K9-HP-5010-B	K9, ACSY, HTPOP, HD, SP, Havis list 1723.70-35%=	1,120.41	1,120.41
1	KK-K9-HA-RBM	K9, ACSY, HTLRM, HTPOP, OPT, PAGER, SP, HAVIS LIST 449.90-35%=	292.44	292.44
1	KK-K9-HA-FKT-12	K9 Transport Heat Alarm Unit Option, Hot-N-Pop Unit, Heat Alarm Fan 12"	292.44	292.44

This Quote is Good for 30 Days

Subtotal

Sales Tax (8.25%)

Total

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/16/2015	37988

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
1	KK-K9-F18-K-PT	2014 Ford Interceptor Utility K9 Prisoner Transport System	2,122.84	2,122.84
		CAGE		
2	P4704UINT13A	Center Sliding Polycarbonate Window	412.22	824.44
2	RP47UINT13	Recessed Panel (Space Saver)	67.12	134.24
2	SP47BS13	Pair, 20", 14 Gauge Steel Extension Panels (For Use With Rp47Uint13 Recessed Pane	52.88	105.76
2	B4705UINT13	7 Gauge Steel Wire, Cargo Barrier With Filler Panels (For Use W/ Side Curtain Airbags In Police Package Only)	291.54	583.08
		RADAR		
3	200-0808-05	Stalker Dual Sl Radar #200-0808-05	2,647.04	7,941.12
2	GK10342USVSCA	Dual T-Rail Mount 2 Universal	338.91	677.82
		CAMERA		
4	PT-REENFORCE...	Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses	1,695.00	6,780.00

This Quote is Good for 30 Days

Subtotal

Sales Tax (8.25%)

Total

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/16/2015	37988

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
102	Labor	LABOR INCLUDING CAMERA	50.00	5,100.00
	*S & H - E6	Shipping and Handling	1,314.00	1,314.00
		** CENCOM: C-EB40-CCS-1P**		
		** APX 7500 (RH): C-EB25-XTL-1P **		

This Quote is Good for 30 Days

Subtotal	$43,834.75
Sales Tax (8.25%)	$0.00
Total	$43,834.75

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De lira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
Ford Explorer, 2011-2014 And Police Interceptor Utility, 2013-2014, Ten 3-Led Lamps, Upper Front Two Piece Unit, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	IX34UFZ	$532.88	3	$1,598.64	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	3	$2,523.15	432-13	432-13
Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	SAK1	$19.43	3	$58.29	432-13	432-13
Red, Blue, Amber Or White, 9' Cable	VTX609*	$69.30	6	$415.80	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	24	$1,726.32	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	3	$505.59	432-13	432-13
Flange Kit, Surface Mount, Black	VTXFB	$4.46	12	$53.52	432-13	432-13
Optional Rear Hatch Mounting Brackets (Pair) For 2013-2014 Ford Police Interceptor Utility, Requires Six Ion? Series Lightheads Purchased Separately, Not For Use With Ion? V-Series	IONBKT2	$37.80	3	$113.40	432-13	432-13
Housing, Ion Mirror Beam Drvr	11-487045-L01	$74.03	3	$222.09	432-13	432-13
Housing, Ion Mirror Beam Pass	11-487045-R01	$74.03	3	$222.09	432-13	432-13
Split Red/Blue, Black Housing	IONJ	$92.40	18	$1,663.20	432-13	432-13
Split Red/Blue, Black Housing	IONSMJ	$92.40	6	$554.40	432-13	432-13
Red/Blue Warning With 2 Lr11 Take-Downs	AVN2LRRB	$333.52	6	$2,001.12	432-13	432-13
Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds, Blue, Red And/Or Amber, Less Control Head	TAD8**	$364.35	3	$1,093.05	432-13	432-13
Mic Clip	C-MC	$7.51	3	$22.53	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	6	$57.36	432-13	432-13
"L" Angle Mounting Bracket Kit, Customer Installed	DBKT4	$12.34	3	$37.02	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	3	$86.01	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	3	$90.09	432-13	432-13

Pair, 20", 14 Gauge Steel Extension Panels (For Use With Rp47Uint13 Recessed Panel)	SP47BS13	$52.88	2	$105.76	432-13	432-13
Chargeguard-Select	CG-X	$64.35	3	$193.05	432-13	432-13
Recessed Panel (Space Saver)	RP47UINT13	$67.12	2	$134.24	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	3	$202.71	432-13	432-13
2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console	C-VS-1308-INUT	$255.94	3	$767.82	432-13	432-13
K9 Transport Heat Alarm Unit Option, Hot-N-Pop Unit, Heat Alarm Fan 12"	KK-K9-HA-FKT-12	$292.44	1	$292.44	432-13	432-13
Center Sliding Polycarbonate Window	P4704UINT13A	$412.22	2	$824.44	432-13	432-13
Pb450L4 - Whelen Ion	BK2019ITU12	$647.01	3	$1,941.03	432-13	432-13
2014 Ford Interceptor Utility K9 Prisoner Transport System	KK-K9-F18-K-PT	$2,122.84	1	$2,122.84	432-13	432-13
K9 Transports	KK-K9-HP-5010-B	$1,723.70	1	$1,723.70	432-13	432-13
K9 Transports	KK-K9-HA-RBM-TG	$449.90	1	$449.90	432-13	432-13
7 Gauge Steel Wire, Cargo Barrier With Filler Panels (For Use W/ Side Curtain Airbags In Police Package Only)	B4705UINT13	$291.54	2	$583.08	432-13	432-13
Dual T-Rail Mount 2 Universal	GK10342USVSCA	$338.91	2	$677.82	432-13	432-13
Stalker Dual SI Radar #200-0808-05	Dual SL	$2,647.04	3	$7,941.12	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$31,003.62		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
pt-reenforcer pack
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Re-Enforcer Series	N/A	$1,475.00
Fleet Safety Equipment, Inc.	Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	N/A	$1,695.00

Showing 1 to 2 of 2 entries

First Previous 1 Next Last

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
labor
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Contact us 800-695-2919

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641	State/Province: TENNESSEE Country: UNITED STATES	

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00275556

PO #

Date: 04/17/15

Bill To: x
x

Asset No's Requested by: Tanya

Vendor: 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact: Joe Espinosa
956-447-3775

Contract No: buyboard 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Buyboard 432-13 expires 03-31-2017 Emergency Lighting and equipment for (4) 2015 Chevrolet 1500 Crew Cabs 4x4 Pickup Asset #63482, 63483, 63484 DO NOT DUPLICATE ORDER		
4.00	EACH	PT-REENFORCER-PACK - Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses	(64469-64472) 1,695.00	6,780.00
4.00	EACH	IX45UFZ - New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	(64473-64476) 532.87	2,131.49
4.00	EACH	CCSRNJ - Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	(64477-64480) 841.05	3,364.20
4.00	EACH	SA315P - 123Db Speaker, Nylon Composite	167.78	671.12
4.00	EACH	SAK49 - New Chevy Silverado 1500 / Gmc 1500, 2014, Passenger Side	19.43	77.72
4.00	EACH	SSFPOS16 - 100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H	54.60	218.40
4.00	EACH	DP622020 - 6 Linz6?, 23.26", Amber, Blue, Red And/Or White 2R 2 W 2B	(64481-64484) 480.90	1,923.60
4.00	EACH	DBKT4 - "L" Angle Mounting Bracket Kit, Customer Installed **INSIDE GRILL**	12.34	49.36
4.00	EACH	TAD8RB - Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds,Blue, Red And/Or Amber,Less Control Head	(64485-64488) 364.35	1,457.40
4.00	EACH	DBKT4 - "L" Angle Mounting Bracket Kit, Customer Installed **REAR WINDOW**	12.34	49.36
8.00	EACH	IONJ - Split Red/Blue, Black Housing**LICENSE PLATE**	92.40	739.20
4.00	EACH	IONBKT1 - Optional Universal License Plate Bracket For 2 Ion? Lightheads, Horizontal Mount, Not For Use With Ion2 V-Series	16.54	66.16

Authorized By: _____

Requisition

Req # 00275556

PO #

Date: 04/17/15

Bill To: x
x

Vendor : 367346
PLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
16.00	EACH	VTX609J - Split Color, Red, Blue, White And/Or Amber, With 9' Cable** CARGO AND REVERSE LIGHT**	71.93	1,150.88
16.00	EACH	VTX609R - Red, Blue, Amber Or White, 9' Cable**TAIL LIGHTS*	71.93	1,150.88
16.00	EACH	VTX609J - Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	1,150.88
16.00	EACH	VTCFB - Flange Kit, Surface Mount, Black**RUNNING BOARD**	4.46	71.36
4.00	EACH	P46SLC - Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	533.40
8.00	EACH	IONSMJ - Split Red/Blue, Black Housing**MIRROR BEAM**	92.40	739.20
2.00	EACH	PK0355CHT14SCA - Center sliding window with kick and recesses panel Setina list 809.00-21%= "Cage"	(64489-64490) 639.11	1,278.22
2.00	EACH	GK10342UHKSVSCA - Dual T-Rail Mount 2 Universal , Handcuff Key Override "Gun Rack"	(64491-64492) 338.91	677.82
4.00	EACH	BK0534CHT141500 - Pb400 Vs Aluminum Bumper Full	259.16	1,036.64
2.00	EACH	GK10342UHKSVSCA - Dual T-Rail Mount 2 Universal , Handcuff Key Override "Gun Rack"	(64493-64494) 338.91	677.82
2.00	EACH	GF1092CHT07 - T-Rail Free Standing Mount Kit	133.51	267.02
4.00	EACH	C-VS-1013-TAH-1 - 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	1,051.05
4.00	EACH	C-CUP2-I - Internal Cup Holders	28.67	114.68
4.00	EACH	C-ARM-102 - Side Mount Armrest	47.09	188.36
4.00	EACH	C-LP-3 - 3 Lighter Plug Outlets	30.03	120.12
4.00	EACH	C-MC - Mic Clip	7.51	30.04
8.00	EACH	C-MCB - MIC CLIP BRACKET	9.56	76.48
4.00	EACH	200-0808-05 - Stalker Dual SL Radar #200-0808-05	(64495-64498) 2,647.04	10,588.16
4.00	EACH	C-AP-0995-L - 9" Accessory Pocket W/Hinged Lid & Lock, 9.5" High	86.68	346.72
112.00	EACH	Labor for installation	50.00	5,600.00
1.00	EACH	shipping and handling	2,100.00	2,100.00
12.00	EACH	Labor for installation	50.00	600.00

Account No	Encumbrance
5-1100-421-00-291-001-0-430	600.00
5-1100-421-00-291-001-0-660	10,832.73
5-1304-421-00-291-014-0-752	35,645.01

Freight .00

Total 47,077.74

REVIEWED
By Juan Alvarado at 4:17 pm, Apr 28, 2015

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: _____

Requisition

Req # 00275556

PO #

Date: 04/17/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact: Joe Espinosa
956-447-3775

Contract No: buyboard 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
		Buyboard 432-13 expires 03-31-2017 Emergency Lighting and equipment for (4) 2015 Chevrolet 1500 Crew Cabs 4x4 Pickup Asset #63482, 63483, 63484 DO NOT DUPLICATE ORDER			
4.00	EACH	PT-REENFORCER-PACK - Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses	1,695.00	6,780.00	#4
4.00	EACH	IX45UFZ - New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	532.87	2,131.49	#4
4.00	EACH	CCSRN3 - Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	841.05	3,364.20	#4
4.00	EACH	SA315P - 123Db Speaker, Nylon Composite	167.78	671.12	
4.00	EACH	SAK49 - New Chevy Silverado 1500 / Gmc 1500, 2014, Passenger Side	19.43	77.72	
4.00	EACH	SSFPOS16 - 100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H	54.60	218.40	
4.00	EACH	DP622020 - 6 Linz6?, 23.26", Amber, Blue, Red And/Or White 2R 2 W 2B	480.90	1,923.60	#4
4.00	EACH	DBKT4 - "L" Angle Mounting Bracket Kit, Customer Installed **INSIDE GRILL**	12.34	49.36	
4.00	EACH	TAD8RB - Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds,Blue, Red And/Or Amber,Less Control Head	364.35	1,457.40	#4
4.00	EACH	DBKT4 - "L" Angle Mounting Bracket Kit, Customer Installed **REAR WINDOW**	12.34	49.36	
8.00	EACH	IONJ - Split Red/Blue, Black Housing**LICENSE PLATE**	92.40	739.20	
4.00	EACH	IONBKT1 - Optional Universal License Plate Bracket For 2 Ion? Lightheads, Horizontal Mount, Not For Use With Ion? V-Series	16.54	66.16	

Authorized By: _____

Requisition

Req # 00275556

PO #

Date: 04/17/15

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Vendor : 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 1
1900 JOE STEPHENS
WESLACO TX 78599

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
16.00	EACH	VTX609J - Split Color, Red, Blue, White And/Or Amber, With 9' Cable** CARGO AND REVERSE LIGHT**	71.93	1,150.88
16.00	EACH	VTX609R - Red, Blue, Amber Or White, 9' Cable**TAIL LIGHTS*	71.93	1,150.88
16.00	EACH	VTX609J - Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	1,150.88
16.00	EACH	VTCFB - Flange Kit, Surface Mount, Black**RUNNING BOARD**	4.46	71.36
4.00	EACH	P46SLC - Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	533.40
8.00	EACH	IONSMJ - Split Red/Blue, Black Housing**MIRROR BEAM**	92.40	739.20
2.00	EACH	PK0355CHT14SCA - Center sliding window with kick and recesses panel Setina list 809.00-21%=	639.11	1,278.22
2.00	EACH	GK10342UHKSVSCA - Dual T-Rail Mount 2 Universal , Handcuff Key Override	338.91	677.82
4.00	EACH	BK0534CHT141500 - Pb400 Vs Aluminum Bumper Full	259.16	1,036.64
2.00	EACH	GK10342UHKSVSCA - Dual T-Rail Mount 2 Universal , Handcuff Key Override	338.91	677.82
2.00	EACH	GF1092CHT07 - T-Rail Free Standing Mount Kit	133.51	267.02
4.00	EACH	C-VS-1013-TAH-1 - 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	1,051.05
4.00	EACH	C-CUP2-I - Internal Cup Holders	28.67	114.68
4.00	EACH	C-ARM-102 - Side Mount Armrest	47.09	188.36
4.00	EACH	C-LP-3 - 3 Lighter Plug Outlets	30.03	120.12
4.00	EACH	C-MC - Mic Clip	7.51	30.04
8.00	EACH	C-MCB - MIC CLIP BRACKET	9.56	76.48
4.00	EACH	200-0808-05 - Stalker Dual Sl Radar #200-0808-05	2,647.04	10,588.16
4.00	EACH	C-AP-0995-L - 9" Accessory Pocket W/Hinged Lid & Lock, 9.5" High	86.68	346.72
112.00	EACH	Labor for installation	50.00	5,600.00
1.00	EACH	shipping and handling	2,100.00	2,100.00
12.00	EACH	Labor for installation	50.00	600.00

Account No	Encumbrance
5-1100-421-00-291-001-0-430	600.00
5-1100-421-00-291-001-0-660	10,832.73
5-1304-421-00-291-014-0-752	35,645.01

Freight .00

Total 47,077.74

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: _____

375556

Fleet Safety Equipment, Inc.
5090 Wilfong Ln.
Memphis TN, 38134

Quote

Date	Estimate #
4/16/2015	38175

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		4- 2015 SILVERADO		
4	PT-REENFORCER- PACK	Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses	1,695.00	6,780.00
4	IX45UFZ	New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	532.8725	2,131.49
4	CCSRN3	Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	841.05	3,364.20
4	SA315P	123Db Speaker, Nylon Composite	167.78	671.12
4	SAK49	New Chevy Silverado 1500 / Gmc 1500, 2014, Passenger Side	19.43	77.72
4	SSFPOSI6	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H	54.60	218.40
4	DP622020	6 Linz6?, 23.26", Amber, Blue, Red And/Or White 2R 2 W 2B	480.90	1,923.60

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
800-847-8762	901-377-5633	ben@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
5090 Wilfong Ln.
Memphis TN, 38134

Quote

Date	Estimate #
4/16/2015	38175

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
4	DBKT4	"L" Angle Mounting Bracket Kit, Customer Installed **INSIDE GRILL**	12.34	49.36
4	TAD8RB	Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds, Blue, Red And/Or Amber, Less Control Head	364.35	1,457.40
4	DBKT4	"L" Angle Mounting Bracket Kit, Customer Installed **REAR WINDOW**	12.34	49.36
8	IONJ	Split Red/Blue, Black Housing **LICENSE PLATE**	92.40	739.20
4	IONBKT1	Optional Universal License Plate Bracket For 2 Ion? Lightheads, Horizontal Mount, Not For Use With Ion? V-Series	16.54	66.16
16	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable ** CARGO AND REVERSE LIGHT**	71.93	1,150.88
16	VTX609R	Red, Blue, Amber Or White, 9' Cable **TAIL LIGHTS*	71.93	1,150.88
16	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	1,150.88
16	VTCFB	Flange Kit, Surface Mount, Black **RUNNING BOARD**	4.46	71.36
4	P46SLC	Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	533.40

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
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Fleet Safety Equipment, Inc.
5090 Wilfong Ln.
Memphis TN, 38134

Quote

Date	Estimate #
4/16/2015	38175

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
8	IONSMJ	Split Red/Blue, Black Housing **MIRROR BEAM**	92.40	739.20
2	PK0355CHT10SCA	#10VS RP COATED POLY PARTITIONEA10-11 CHEVY TRUCK W/ SCA	639.11	1,278.22
		Setina list 809.00-21%=		
2	GK10342UHKSVSCA	Dual T-Rail Mount 2 Universal , Handcuff Key Override	338.91	677.82
4	BK0534CHT141500		259.16	1,036.64
		Pb400 Vs Aluminum Bumper Full		
2	GK10342UHKSVSCA	Dual T-Rail Mount 2 Universal , Handcuff Key Override	338.91	677.82
2	GF1092CHT07	T-Rail Free Standing Mount Kit	133.51	267.02
		**CONSOLE		
4	C-VS-1013-TAH-1	2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.7625	1,051.05
4	C-CUP2-I		28.67	114.68
		Internal Cup Holders		
4	C-ARM-102	Side Mount Armrest	47.09	188.36
4	C-LP-3	3 Lighter Plug Outlets	30.03	120.12
4	C-MC	Mic Clip	7.51	30.04
8	C-MCB	Mic Clip Bracket	9.56	76.48
4	200-0808-05		2,647.04	10,588.16
		Stalker Dual Sl Radar #200-0808-05		

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
800-847-8762	901-377-5633	ben@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
5090 Wilfong Ln.
Memphis TN, 38134

Quote

Date	Estimate #
4/16/2015	38175

Name / Address
Hidalgo Co. Const. 1 Joe Espinoza 1902 Joe Stephens Ave. Suite 103 Hidalgo, tx 78596

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
4	C-AP-0995-L	9" Accessory Pocket W/Hinged Lid & Lock, 9.5" High	86.68	346.72
124	INSTALLATION	Installation of above item(s)	50.00	6,200.00
	*S & H - E9	Shipping and Handling	2,100.00	2,100.00

This Quote is Good for 30 Days

Subtotal	$47,077.74
Sales Tax (8.25%)	$0.00
Total	$47,077.74

Phone #	Fax #	E-mail	Web Site
800-847-8762	901-377-5633	ben@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	PT-REENFORCER-PACK	$1,695.00	4	$6,780.00	432-13	432-13
New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	IX45UFZ	$532.88	4	$2,131.52	432-13	432-13
New Chevy Silverado 1500 / Gmc 1500, 2014, Passenger Side	SAK49	$19.43	4	$77.72	432-13	432-13
100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching He	SSFPOSI6	$54.60	4	$218.40	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	4	$674.12	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	4	$3,364.20	432-13	432-13
Flange Kit, Surface Mount, Black	VTCFB	$4.46	16	$71.36	432-13	432-13
"L" Angle Mounting Bracket Kit, Customer Installed	DBKT4	$12.34	8	$98.72	432-13	432-13
Optional Universal License Plate Bracket For 2 Ion? Lightheads, Horizontal Mount, Not For Use With Ion? V-Series	IONBKT1	$16.54	4	$66.16	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	48	$3,452.64	432-13	432-13
Split Red/Blue, Black Housing	IONJ	$92.40	8	$739.20	432-13	432-13
Split Red/Blue, Black Housing	IONSMJ	$92.40	8	$739.20	432-13	432-13
Par-46, 12 Vdc, Replacement, 2? Spot Light	P46SLC	$133.35	4	$533.40	432-13	432-13
Eight Lamp, Six Lamp Tir3? Super-Led? Traffic Advisor?, 30.36" Long, With Two End Flashing Leds, Blue, Red And/Or Amber, Less Control Head	TAD8**	$364.35	4	$1,457.40	432-13	432-13
Mic Clip	C-MC	$7.51	4	$30.04	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	8	$76.48	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	4	$114.68	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	4	$120.12	432-13	432-13

9" Accessory Pocket W/Hinged Lid & Lock, 9.5" High	C-AP-0995-L	$86.68	4	$346.72	432-13	432-13
T-Rail Free Standing Mount Kit	GF1092CHT07	$133.51	2	$267.02	432-13	432-13
Pb400 Vs Aluminum Bumper Full	BK0534CHT141500	$259.91	4	$1,039.64	432-13	432-13
2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	C-VS-1013-TAH-1	$262.76	4	$1,051.04	432-13	432-13
Dual T-Rail Mount 2 Universal , Handcuff Key Override	GK10342UHKSVSCA	$338.91	4	$1,355.64	432-13	432-13
6 Linz6?, 23.26", Amber, Blue, Red And/Or White	DP6????0	$480.90	4	$1,923.60	432-13	432-13
#10Vs Recessed Panel Coated Polycarbonate	PK0355CHT10SCA	$639.11	2	$1,278.22	432-13	432-13
Stalker Dual Sl Radar #200-0808-05	Dual SL	$2,647.04	4	$10,588.16	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$38,595.40		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Tanya** [Log Off]

Administration | RFQ | Reports | Shopping Cart | Help

Search Results

Search:
labor
- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Contact us 800-695-2919

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641		State/Province: TENNESSEE Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00275772

PO #

Date: 04/22/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact:
956-581-6800

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR EQUIPMENT FOR 2015 MARKED CHEVROLET TAHOES TO BE ASSIGNED UNIT NUMBERS 312 AND 313. BUYBOARD 432-13 DO NOT DUPLICATE ORDER		
2.00	EACH	ITEM: GB2DEDE Legacy Wc 54" Rw/Bw/Rw/Bw	1,150.80	2,301.60
2.00	EACH	ITEM: GBAWE Legacy Opt Add 1 Warn/Aly B/W	61.95	123.90
2.00	EACH	ITEM: GBAWD Legacy Opt Add 1 Warn/Aly R/W	61.95	123.90
8.00	EACH	ITEM: GBDLD Legacy Opt. Add 1 Long Red/Wht	106.58	852.64
8.00	EACH	ITEM: GBDLE Legacy Opt. Add 1 Long Blu/Wht	106.58	852.64
8.00	EACH	ITEM: GBDLK Legacy Opt. Add 1 Long Red/Amb	106.58	852.64
8.00	EACH	ITEM: GBDLM Legacy Opt. Add 1 Long Blu/Amb	106.58	852.64
2.00	EACH	ITEM: STPKT93 Replacement 1-1/2" Permanent Mounting Kit #7 STRAP KIT FOR A 2015 CHEVY TAHOE	49.88	99.76
2.00	EACH	ITEM: CCSRN3 3-Position Slide Switch And 18 Push Button Control Head With Amplifier Control Module With Pigtails, Microphone With Ccmicx20 Included (Replaces Ccsrn2) CENCOM SAPPHIRE SIREN SYSTEM	841.04	1,682.07
2.00	EACH	ITEM: SA315P 123Db Speaker, Nylon Composite SA315P SPEAKER, BLACK PLASTIC	168.53	337.05
2.00	EACH	ITEM: SAK24 Chevy Suburban, 2007-2013, And Chevy Tahoe/Silverado, 2007-2013	19.43	38.86

Authorized By: _____

Requisition

Req # 00275772

PO #

Date: 04/22/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	EACH	ITEM: VTX609J Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	287.72
4.00	EACH	ITEM: VTXFB Flange Kit, Surface Mount, Black	4.46	17.84
2.00	EACH	ITEM: P46SLC Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	266.70
2.00	EACH	ITEM: RP45 Rear Pillar 6-Lt Micron Tahoe	545.48	1,090.96
2.00	EACH	ITEM: ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	46.73	93.46
2.00	EACH	ITEM: SSFPOSI6 100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H	54.60	109.20
2.00	EACH	ITEM: BK2019TAH15 Pb450L4 - Whelen Ion SETINA PUSH BUMPER WITH 4 ION LIGHTS RED/BLUE	647.01	1,294.02
2.00	EACH	ITEM: PK1160TAH15SCA #8X1 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal #8VS XL COATED POLY PARTITION 15 TAHOE W/SCA	670.71	1,341.42
2.00	EACH	ITEM: PK0123TAH152ND #12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available #12VS 2ND COATED POLY PARTITION -2015 TAHOE	315.21	630.42
2.00	EACH	ITEM: GK10301S1USV Dual T-Rail Mount 1 Small 1 Universal ~~DUAL GUN RACK RAIL WITH 1 SMALL LOCK AND~~ 1 UNIVERSAL LOCK WITH # 2 KEY	315.21	630.42
2.00	EACH	ITEM: WK0514TAH15 Window Barrier Vs Steel Vertical WINDOW BARS FOR 2015	165.11	330.22

Authorized By: _____

Requisition

Req # 00275772

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Date: 04/22/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TAHOE		
2.00	EACH	ITEM: C-VS-1013-TAH-1 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	525.52
2.00	EACH	ITEM: C-CUP2-I Internal Cup Holders CON, ACSY, CUPHLDR, IM, 4MS, DUAL	28.67	57.34
2.00	EACH	ITEM: C- LP-3 3 Lighter Plug Outlets Accessory, Plate, Internal mount, 2' Mounting space, 3 Lighter plug outlets - 12V DC w/ Attached Cap	30.03	60.06
2.00	EACH	ITEM: C-ARM-103 Armrest For Top Mount, Console, Large Pad	67.57	135.14
2.00	EACH	ITEM: C-MC Mic Clip	7.51	15.02
4.00	EACH	ITEM: C-MCB Mic Clip Bracket	9.56	38.24
2.00	EACH	ITEM: CG-X Chargeguard-Select	64.35	128.70
2.00	EACH	ITEM: 36-009 Suv (Wide Box)	1,044.95	2,089.90
52.00	HRS	ITEM: INSTALLATION Installation of above item(s) AT 50.00 A HOUR 50.00	50.00	2,600.00
1.00	PKG	ITEM: *S & H - E1 Shipping and Handling	844.00	844.00
		Account No	Encumbrance	
		5-1304-421-00-293-017-0-752	20,704.00	
			Freight	.00
			Total	20,704.00

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

Authorized By: _____

275772

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38101

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		2- 2015 MARK TAHOE **UNITS 312 AND 313**		
2	GB2DEDE	Legacy Wc 54" Rw/Bw/Rw/Bw	1,150.80	2,301.60
2	GBAWE	Legacy Opt Add 1 Warn/Aly B/W	61.95	123.90
2	GBAWD	Legacy Opt Add 1 Warn/Aly R/W	61.95	123.90
8	GBDLD	Legacy Opt. Add 1 Long Red/Wht	106.58	852.64
8	GBDLE	Legacy Opt. Add 1 Long Blu/Wht	106.58	852.64
8	GBDLK	Legacy Opt. Add 1 Long Red/Amb	106.58	852.64
8	GBDLM	Legacy Opt. Add 1 Long Blu/Amb	106.58	852.64
2	STPKT93	Replacement 1-1/2" Permanent Mounting Kit #7 STRAP KIT FOR A 2015 CHEVY TAHOE	49.88	99.76
2	CCSRN3	3-Position Slide Switch And 18 Push Button Control Head With Amplifier Control Module With Pigtails, Microphone With Ccmicx20 Included (Replaces Ccsrn2) CENCOM SAPPHIRE SIREN SYSTEM	841.035	1,682.07
2	SA315P	123Db Speaker, Nylon Composite SA315P SPEAKER, BLACK PLASTIC	168.525	337.05
2	SAK24	Chevy Suburban, 2007-2013, And Chevy Tahoe/Silverado, 2007-2013	19.43	38.86
4	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.93	287.72

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38101

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
4	VTXFB	Flange Kit, Surface Mount, Black ** RIGHT IN THE MIDDLE OF THE RUNNING BOARDS**	4.46	17.84
2	P46SLC	Par-46, 12 Vdc, Replacement, 2? Spot Light	133.35	266.70
2	RP45	Rear Pillar 6-Lt Micron Tahoe	545.48	1,090.96
2	ULF44	Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads ** REAR FLASHER*8	46.73	93.46
2	SSFPOSI6	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H **FRONT FLASHER**	54.60	109.20
2	BK2019TAH15	BUSH PUMPER/CAGE Pb450L4 - Whelen Ion SETINA PUSH BUMPER WITH 4 ION LIGHTS RED/BLUE	647.01	1,294.02

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38101

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
2	PK1160TAH15SCA	#8Xl 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal #8VS XL COATED POLY PARTITION 15 TAHOE W/SCA	670.71	1,341.42
2	PK0123TAH152ND	#12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available #12VS 2ND COATED POLY PARTITION -2015 TAHOE	315.21	630.42
2	GK10301S1USV SCVA	Dual T-Rail Mount 1 Small 1 Universal DUAL GUN RACK RAIL WITH 1 SMALL LOCK AND 1 UNIVERSAL LOCK WITH # 2 KEY	315.21	630.42
2	WK0514TAH15	Window Barrier Vs Steel Vertical WINDOW BARS FOR 2015 TAHOE	165.11	330.22
		CONSOLE		
2	C-VS-1013-TAH-1	2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	525.52
2	C-CUP2-I	Internal Cup Holders	28.67	57.34
2	C- LP-3	CON, ACSY, CUPHLDR, IM, 4MS, DUAL, 3 Lighter Plug Outlets Accessory, Plate, Internal mount, 2' Mounting space, 3 Lighter plug outlets - 12V DC w/ Attached Cap	30.03	60.06

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Lighter plug outlets - 12V DC w/ Attached Cap

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38101

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
2	C-ARM-103	Armrest For Top Mount, Console, Large Pad	67.57	135.14
2	C-MC	Mic Clip	7.51	15.02
4	C-MCB	Mic Clip Bracket	9.56	38.24
2	CG-X	Chargeguard-Select	64.35	128.70
2	36-009	Suv (Wide Box)	1,044.95	2,089.90
52	INSTALLATION	Installation of above item(s) AT 50.00 A HOUR	50.00	2,600.00
	*S & H - E3	Shipping and Handling	844.00	844.00
		BUY BOARD 432-13		
		CENCOM:C-EB40-CCS-1P AXP 7500: C-EB25-XTL-1P		

This Quote is Good for 30 Days

Subtotal	$20,704.00
Sales Tax (8.25%)	$0.00
Total	$20,704.00

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
Legacy Wc 54" Rw/Bw/Rw/Bw	GB2DEDE	$1,150.80	2	$2,301.60	432-13	432-13
Legacy Opt Add 1 Warn/Aly B/W	GBAWE	$61.95	2	$123.90	432-13	432-13
Legacy Opt Add 1 Warn/Aly R/W	GBAWD	$61.95	2	$123.90	432-13	432-13
Legacy Opt. Add 1 Long Red/Wht	GBDLD	$106.58	8	$852.64	432-13	432-13
Legacy Opt. Add 1 Long Blu/Wht	GBDLE	$106.58	8	$852.64	432-13	432-13
Legacy Opt. Add 1 Long Red/Amb	GBDLK	$106.58	8	$852.64	432-13	432-13
Legacy Opt. Add 1 Long Blu/Amb	GBDLM	$106.58	8	$852.64	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	2	$99.76	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	2	$1,682.10	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	2	$337.06	432-13	432-13
Chevy Suburban, 2007-2013, And Chevy Tahoe/Silverado, 2007-2013	SAK24	$19.43	2	$38.86	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	4	$287.72	432-13	432-13
Flange Kit, Surface Mount, Black	VTXFB	$4.46	4	$17.84	432-13	432-13
Par-46, 12 Vdc, Replacement, 2? Spot Light	P46SLC	$133.35	2	$266.70	432-13	432-13
Rear Pillar 6-Lt Micron Tahoe	RP45	$545.48	2	$1,090.96	432-13	432-13
Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	ULF44	$46.73	2	$93.46	432-13	432-13
100% Solid-State, Headlight/Grille Light Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns, For Positive Switching Headlights (Replaces Ssf2150)	SSFPOS	$40.95	2	$81.90	432-13	432-13
Pb450L4 - Whelen Ion	BK2019TAH15	$647.01	2	$1,294.02	432-13	432-13
#8Xl 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	PK1160TAH15SCA	$670.71	2	$1,341.42	432-13	432-13
#12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)	PK0123TAH152ND	$315.21	2	$630.42	432-13	432-13

Dual T-Rail Mount 1 Small 1 Universal	GK10301S1USVSCA	$315.21	2	$630.42	432-13	432-13
Window Barrier Vs Steel Vertical	WK0514TAH15	$165.11	2	$330.22	432-13	432-13
2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	C-VS-1013-TAH-1	$262.76	2	$525.52	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	2	$57.34	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	2	$60.06	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	2	$135.14	432-13	432-13
Mic Clip	C-MC	$7.51	2	$15.02	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	4	$38.24	432-13	432-13
Chargeguard-Select	CG-X	$64.35	2	$128.70	432-13	432-13
Suv (Wide Box)	36-009	$1,044.95	2	$2,089.90	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$17,232.74		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Contract
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Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching He	N/A	$54.60

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Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
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Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

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CONSTABLES

Purchase & Installation of lighting equipment & Accessories

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Fax: 800-211-5454
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Vendor Contract Information

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Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip
	Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
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Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641		State/Province: TENNESSEE Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00275831

PO #

Date: 04/23/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: W.COY
956-581-6800

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUY BOARD 432-13 REQUESTING A P.O. FOR EQUIPMENT FOR 2015 TAHOE UNMARK SLICK TOP TO BE ASSIGNED TO UNIT 317. DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM: IX45UFZ New Chevy Tahoe/ Suburban, 2015 Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Down	532.87	532.87
1.00	EACH	ITEM: CCSRN3 Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	841.05	841.05
1.00	EACH	ITEM: SA315P 123Db Speaker, Nylon Composite **inside the grill**	168.53	168.53
4.00	EACH	ITEM: VTX609J Split Collor, Red, Blue White And/Or Amber, With 9' Cable	71.93	287.73
4.00	EACH	ITEM: VTXFB Flange Kit, Surface Mount, Black	4.46	17.84
1.00	EACH	ITEM: ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Then 60 Scan-Lock? Flash Patterns, Allowing For Altering, Simultaneous And Synchronized Flashing Lightheads	46.73	46.73
1.00	EACH	ITEM: SSFPOSI6 100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice and 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H	54.60	54.60
2.00	EACH	ITEM: IONJ Wide Angle, Spilt Red/White, Black Housing	92.40	184.79
1.00	EACH	ITEM: C-VS-1000-GMC-1 2015 Chevrolet Retail Tahoe & Suburban Vehicle Specific	67.57	67.57

Authorized By: _____

Requisition

Req # 00275831

PO #

Date: 04/23/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		10" Console		
1.00	EACH	ITEM: C-MC MIC CLIP	7.51	7.51
2.00	EACH	ITEM: C-MCB Mic Clip Bracket	9.56	19.12
1.00	EACH	ITEM: 36-009 Suv (Wide Box)	1,044.95	1,044.95
25.00	HRS	ITEM: INSTALLATION Installation of above item(s) at 50.00 a hour	50.00	1,250.00
1.00	PKG	*S & H - D8 Shipping and Handling	563.00	563.00
1.00	EACH	ITEM: SAK55 New Chevy Suburban/ Tahoe, 2015, Passenger Slide	19.43	19.43
		Account No	Encumbrance	
		5-1304-421-00-293-017-0-752	5,105.72	
			Freight	.00
			Total	5,105.72
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38316

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		2015 TAHOE UNMARK SLICK TOP **UNIT 317**		
1	IX45UFZ	New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Down	532.87	532.87
1	CCSRN3	Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	841.05	841.05
1	SA315P	123Db Speaker, Nylon Composite **inside the grill**	168.53	168.53
1	SAK55	New Chevy Suburban/Tahoe, 2015, Passenger Side	19.43	19.43
4	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable	71.9325	287.73
4	VTXFB	Flange Kit, Surface Mount, Black **running boards**	4.46	17.84
1	ULF44	Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads ** rear flasher**	46.73	46.73

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38316

Name / Address
Hidalgo County Pct 3 730 N Breyfogle Suite B Mission, TX 78574

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
1	SSFPOSI6	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H **front flasher**	54.60	54.60
2	IONJ	Wide Angle, Split Red/White, Black Housing **inside grill**	92.395	184.79
1	C-VS-1000-GMC-1	2015 Chevrolet Retail Tahoe & Suburban Vehicle Specific 10" Console	67.57	67.57
1	C-MC	MIC CLIP	7.51	7.51
2	C-MCB	Mic Clip Bracket	9.56	19.12
1	36-009	Suv (Wide Box)	1,044.95	1,044.95
25	INSTALLATION	Installation of above item(s) at 50.00 a hour	50.00	1,250.00
	*S & H - D9	Shipping and Handling	563.00	563.00
		BUY BOARD 432-13		
		APX7500 (RH) C-EB30-MMT1P CENCOM - C-EB40-CCS-1P		

This Quote is Good for 30 Days

Subtotal	$5,105.72
Sales Tax (8.25%)	$0.00
Total	$5,105.72

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety **Equipment, Inc.**

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	IX45UFZ	$532.88	1	$532.88	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	1	$841.05	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	1	$168.53	432-13	432-13
New Chevy Suburban/Tahoe, 2015, Passenger Side	SAK55	$19.43	1	$19.43	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	4	$287.72	432-13	432-13
Flange Kit, Surface Mount, Black	VTXFB	$4.46	4	$17.84	432-13	432-13
Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	ULF44	$46.73	1	$46.73	432-13	432-13
~~100% Solid-State, Headlight/Grille Light Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns, For Positive Switching Headlights (Replaces Ssf2150)~~ Delete	~~SSFPOS~~	~~$40.95~~	1	~~$40.95~~	~~432-13~~	~~432-13~~
Split Red/Blue, Black Housing	IONJ	$92.40	2	$184.80	432-13	432-13
2015 Chevrolet Retail Tahoe & Suburban Vehicle Specific 10" Console	C-VS-1000-GMC-1	$67.57	1	$67.57	432-13	432-13
Mic Clip	C-MC	$7.51	1	$7.51	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	2	$19.12	432-13	432-13
Suv (Wide Box)	36-009	$1,044.95	1	$1,044.95	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$3,279.08		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

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Vendors
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Price Range
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Category
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Contract
None selected

Additional Searches:

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Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching He	N/A	$54.60

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Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First | Previous | 1 | Next | Last

Contact us 800-695-2919

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
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Vendor Contract Information

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Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip
	Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

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Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD		
City: MEMPHIS		State/Province: TENNESSEE
ZIP Code: 38134-5641		Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00275994

PO #

Date: 04/24/15

Bill To: x
x

Vendor: 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact: Rdelacruz
956-784-3510

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION		UNIT PRICE	AMOUNT
		BUYBOARD 432-13 TO BE USED TO EQUIP PATROL VEHICLES: 1 2015 TAHOE, ASSET# 63640 THRU P.O.723695 DO NOT DUPLICATE ORDER			
1.00	EACH	(ASSET# 63640) ITEM #IX45UFZ New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	(64531)	532.88	532.88
1.00	EACH	(ASSET# 63640) ITEM# 295SLSA6 Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	(64532)	345.45	345.45
1.00	EACH	(ASSET# 63640) ITEM# SA315P 123Db Speaker, Nylon Composite		168.53	168.53
1.00	EACH	(ASSET# 63640) ITEM# SAK55 New Chevy Suburban/Tahoe, 2015, Passenger Side		19.43	19.43
4.00	EACH	(ASSET# 63640) ITEM# ION3 Split Red/Blue, Black Housing		92.40	369.60
2.00	EACH	(ASSET# 63640) ITEM# AVN2RB Red, Blue, Amber And/Or White Dual Avenger Super-Led Red/Blue		183.23	366.46
1.00	EACH	(ASSET# 63640) ITEM# ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads		46.73	46.73
1.00	EACH	(ASSET# 63640) ITEM# SSFPOS16 100% Solid-State, Headlight and Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Saven Flash Patterns, For 2006-2013 Chevy Tahoe Police Package		54.60	54.60
1.00	EACH	(ASSET# 63640) ITEM# TADF8 Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	(64533)	921.37	921.37
1.00	EACH	(ASSET# 63640) ITEM# DBKT4 "L" Angle Mounting Bracket Kit, Customer Installed		12.34	12.34
1.00	EACH	(ASSET# 63640) ITEM# IONR Wide Angle, Red, Blue, Amber Or White, White Housing ION Light Red		92.40	92.40
1.00	EACH	(ASSET# 63640) ITEM#IONB Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT BLUE		92.40	92.40
2.00	EACH	(ASSET# 63640) ITEM# M4J Split Color With Clear Outer Lens, Side-By-Side Red/WHite, Internal Flasher With Flash Patterns And Synchronize Feature		120.24	240.47
1.00	EACH	(ASSET# 63640) ITEM# M4CT15B Fog Light Mount, For 2015		60.72	60.72

Authorized By: _____

Requisition

Req # 00275994

PO #

Date: 04/24/15

Bill To: x
x

Asset No's Requested by: Tanya

Vendor: 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Chevy Tahoe, Pair, Black		
2.00	EACH	(ASSET# 63640) ITEM# IONSMJ Split Red/Blue, Black Housing	92.40	184.80
1.00	EACH	(ASSET# 63640) ITEM# C-VS-1013-TAH-1 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	(64534) 262.76	262.76
1.00	EACH	(ASSET# 63640) ITEM# C-CUP2-I Internal Cup Holders	28.68	28.68
1.00	EACH	(ASSET# 63640) ITEM# C-LP-3 3 Lighter Plug Outlets	30.03	30.03
1.00	EACH	(ASSET# 63640) ITEM# C-ARM-102 Side Mount Armrest	47.08	47.08
1.00	EACH	(ASSET# 63640) ITEM# CG-X Chargeguard-Select	64.35	64.35
1.00	EACH	(ASSET# 63640) ITEM# C-MAP-T-LED Gooseneck Led Map Light	88.04	88.04
1.00	EACH	(ASSET# 63640) ITEM# C-MC Mic Clip	7.51	7.51
2.00	EACH	(ASSET# 63640) ITEM# C-MCB Mic Clip Bracket	9.56	19.12
1.00	EACH	(ASSET# 63640) ITEM# 36-009 Suv (Wide Box)	1,044.95	1,044.95
24.00	EACH	INSTALLATION	50.00	1,200.00
1.00	EACH	SHIPPING	714.00	714.00
1.00				.00

Account No — Encumbrance

5-1304-421-00-292-014-0-752 — 7,014.70

Freight .00

Total 7,014.70

REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233

REVIEWED
By Juan Alvarado at 4:52 pm, Apr 28, 2015

Authorized By: _____

Requisition

Req # 00275994

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Chevy Tahoe, Pair, Black		
2.00	EACH	(ASSET# 63640) ITEM# IONSMJ Split Red/Blue, Black Housing	92.40	184.80
1.00	EACH	(ASSET# 63640) ITEM# C-VS-1013-TAH-1 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	262.76
1.00	EACH	(ASSET# 63640) ITEM# C-CUP2-I Internal Cup Holders	28.68	28.68
1.00	EACH	(ASSET# 63640) ITEM# C-LP-3 3 Lighter Plug Outlets	30.03	30.03
1.00	EACH	(ASSET# 63640) ITEM# C-ARM-102 Side Mount Armrest	47.08	47.08
1.00	EACH	(ASSET# 63640) ITEM# CG-X Chargeguard-Select	64.35	64.35
1.00	EACH	(ASSET# 63640) ITEM# C-MAP-T-LED Gooseneck Led Map Light	88.04	88.04
1.00	EACH	(ASSET# 63640) ITEM# C-MC Mic Clip	7.51	7.51
2.00	EACH	(ASSET# 63640) ITEM# C-MCB Mic Clip Bracket	9.56	19.12
1.00	EACH	(ASSET# 63640) ITEM# 36-009 Suv (Wide Box)	1,044.95	1,044.95
24.00	EACH	INSTALLATION	50.00	1,200.00
1.00	EACH	SHIPPING	714.00	714.00
1.00				.00
		Account No	Encumbrance	
		5-1304-421-00-292-014-0-752	7,014.70	
			Freight	.00
			Total	7,014.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00275994

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact: Rdelacruz
956-784-3510

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 432-13 TO BE USED TO EQUIP PATROL VEHICLES: 1 2015 TAHOE, ASSET# 63640 THRU P.O.723695 DO NOT DUPLICATE ORDER		
1.00	EACH	(ASSET# 63640) ITEM #IX45UFZ New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	532.88	532.88
1.00	EACH	(ASSET# 63640) ITEM# 295SLSA6 Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	345.45	345.45
1.00	EACH	(ASSET# 63640) ITEM# SA315P 123Db Speaker, Nylon Composite	168.53	168.53
1.00	EACH	(ASSET# 63640) ITEM# SAK55 New Chevy Suburban/Tahoe, 2015, Passenger Side	19.43	19.43
4.00	EACH	(ASSET# 63640) ITEM# IONJ Split Red/Blue, Black Housing	92.40	369.60
2.00	EACH	(ASSET# 63640) ITEM# AVN2RB Red, Blue, Amber And/Or White Dual Avenger Super-Led Red/Blue	183.23	366.46
1.00	EACH	(ASSET# 63640) ITEM# ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	46.73	46.73
1.00	EACH	(ASSET# 63640) ITEM# SSFPOS16 100% Solid-State, Headlight and Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Tahoe Police Package	54.60	54.60
1.00	EACH	(ASSET# 63640) ITEM# TADF8 Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	921.37	921.37
1.00	EACH	(ASSET# 63640) ITEM# DBKT4 "L" Angle Mounting Bracket Kit, Customer Installed	12.34	12.34
1.00	EACH	(ASSET# 63640) ITEM# IONR Wide Angle, Red, Blue, Amber Or White, White Housing ION Light Red	92.40	92.40
1.00	EACH	(ASSET# 63640) ITEM#IONB Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT BLUE	92.40	92.40
2.00	EACH	(ASSET# 63640) ITEM# M4J Split Color With Clear Outer Lens, Side-By-Side Red/WHite. Internal Flasher With Flash Patterns And Synchronize Feature	120.24	240.47
1.00	EACH	(ASSET# 63640) ITEM# M4CT15B Fog Light Mount, For 2015	60.72	60.72

Authorized By: _____

2759 94

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38210

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		1- 2015 Tahoe's		
1	IX45UFZ	New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	532.88	532.88
1	295SLSA6	Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6) 295SLSA6 SIREN/CONTROL CENTER	345.45	345.45
1	SA315P	123Db Speaker, Nylon Composite SA315P SPEAKER, BLACK PLASTIC	168.53	168.53
1	SAK55	New Chevy Suburban/Tahoe, 2015, Passenger Side **inside grill**	19.43	19.43
4	IONJ	Split Red/Blue, Black Housing **INSIDE GRILL V SHAPE **	92.40	369.60
2	AVN2RB	Red, Blue, Amber And/Or White DUAL AVENGER SUPER-LED RED/BLU **rear side window**	183.23	366.46

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38210

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
1	ULF44	Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads UNIVERSAL LED FLASHER 4 OUTLET **rear flasher**	46.73	46.73
1	SSFPOSI6	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H SOLID STATE HEADLIGHT FLASHER	54.60	54.60
1	TADF8	Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long ** inside rear hatch**	921.37	921.37
1	DBKT4	"L" Angle Mounting Bracket Kit, Customer Installed DOMINATOR ANGLE MOUNT BRACKET Pair for one Dominator	12.34	12.34
1	IONR	Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT RED	92.40	92.40
1	IONB	Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT BLUE	92.40	92.40

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38210

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		** upper rear hatch **		
2	M4J	Split Color With Clear Outer Lens, Side-By-Side, Red/White. Internal Flasher With Flash Patterns And Synchronize Feature M4 LED FLASHER BLUE/RED	120.235	240.47
		** fog lights**		
1	M4CT15B	Fog Light Mount, For 2015 Chevy Tahoe, Pair, Black M4 FOG LT MT 2015 TAHOE BLK	60.72	60.72
2	IONSMJ	Split Red/Blue, Black Housing **License plate **	92.40	184.80
		CONSOLE		
1	C-VS-1013-TAH-1	2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	262.76
1	C-CUP2-I	Internal Cup Holders	28.67	28.67
1	C-LP-3	CON, ACSY, CUPHLDR, IM, 4MS, DUAL, 3 Lighter Plug Outlets 2' PLATE WITH THREE 12 VDC LIGHTER OUTLETS	30.03	30.03

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38210

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
1	C-ARM-102	Side Mount Armrest CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT, Side mount armrest	47.08	47.08
1	CG-X	Chargeguard-Select CHRGGRD, UNV, CNTRLMDL, **SET FOR 1 HR**	64.35	64.35
1	C-MAP-T-LED	Gooseneck Led Map Light Map light, Top, 12 Inch, LED	88.04	88.04
1	C-MC	Mic Clip CONSOLE MIC CLIP	7.51	7.51
2	C-MCB	Mic Clip Bracket MIC CLIP BRACKETS	9.56	19.12
1	36-009	Suv (Wide Box) WIDE TUFBOX FOR SUV (12x48x32) **WITH kEY ONLY**	1,044.95	1,044.95
24	INSTALLATION	$50.00 A HOUR	50.00	1,200.00
	*S & H - E2	Shipping and Handling	714.00	714.00
		BUY BOARD 432-13		
		295SLSA6:C-EB35-WS9 RADIO: APX 7500 (RH): C-EB25-XTL-1P		

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38210

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		customer will provide radio for installationa and antenna		

This Quote is Good for 30 Days

Subtotal	$7,014.69
Sales Tax (8.25%)	$0.00
Total	$7,014.69

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New Chevy Tahoe/Suburban, 2015, Chevy Silverado-1500/2500, 2014 Ten 3-Led Lamps, Upper Front Unit, Two Piece, Individual Driver And Passenger Side Units, With Two Led Flashing/Take-Downs	IX45UFZ	$532.88	1	$532.88	432-13	432-13
Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	295SLSA6	$345.45	1	$345.45	432-13	432-13
New Chevy Suburban/Tahoe, 2015, Passenger Side	SAK55	$19.43	1	$19.43	432-13	432-13
Split Red/Blue, Black Housing	IONJ	$92.40	4	$369.60	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	1	$168.53	432-13	432-13
Red, Blue, Amber And/Or White	AVN2**	$183.23	2	$366.46	432-13	432-13
"L" Angle Mounting Bracket Kit, Customer Installed	DBKT4	$12.34	1	$12.34	432-13	432-13
Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	ULF44	$46.73	1	$46.73	432-13	432-13
100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching He	SSFPOSI6	$54.60	1	$54.60	432-13	432-13
Fog Light Mount, For 2015 Chevy Tahoe, Pair, Black	M4CT15B	$60.72	1	$60.72	432-13	432-13
Split Red/Blue, Black Housing	IONSMJ	$92.40	2	$184.80	432-13	432-13
Wide Angle, Split Blue/Amber, White Housing	WIONWM	$92.40	2	$184.80	432-13	432-13
Split Color With Clear Outer Lens, Side-By-Side, Red/Amber & Red/Blue Only. Internal Flasher With Flash Patterns And Synchronize Feature	M4#	$120.23	2	$240.46	432-13	432-13
Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	TADF8	$921.38	1	$921.38	432-13	432-13
Mic Clip	C-MC	$7.51	1	$7.51	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	2	$19.12	432-13	432-13

Internal Cup Holders	C-CUP2-I	$28.67	1	$28.67	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	1	$30.03	432-13	432-13
Side Mount Armrest	C-ARM-102	$47.09	1	$47.09	432-13	432-13
Chargeguard-Select	CG-X	$64.35	2	$128.70	432-13	432-13
Gooseneck Led Map Light	C-MAP-T-LED	$88.04	2	$176.08	432-13	432-13
2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	C-VS-1013-TAH-1	$262.76	1	$262.76	432-13	432-13
Suv (Wide Box)	36-009	$1,044.95	1	$1,044.95	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$5,253.09		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Tanya** [Log Off]

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Search Results

Search:
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Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Contact us 800-695-2919

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to Invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.		Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392	DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 5090 WILFONG RD			
City: MEMPHIS		State/Province: TENNESSEE	
ZIP Code: 38134-5641		Country: UNITED STATES	

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00276002

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EQUIPMENT FOR 4 NEW 2014 DODGE RAM 1500 QUAD CAB (REFER TO PO#723136) DO NOT DUPLICATE ORDER		
1.00	EACH	CO (ASSET # 64535) New 54" Single Color, Red, Blue, Amber or White Item# IX2BRBR	814.80	814.80
2.00	EACH	CO Liberty Ii Add 1 Long 6Led Red Item# IWDLR	88.73	177.46
2.00		CO Liberty Ii Add 1 Long 6Led Blue Item# IWDLB	88.73	177.46
6.00	EACH	CO Liberty Ii Add 1 Long 6Led Amber Item# IWDLA	88.72	532.33
1.00	EACH	CO New Two 3 Super-Led Alley Lights with 15 Horizontal Adjustment Item# IA3	67.20	67.20
1.00	EACH	CO New Two 3 Long Super-Led Take Down Lights Item# ITL3	67.20	67.20
1.00	EACH	CO New One Single Color Short 3 Super-Led Lighthead, Amber, Blue, Red or White Item# IWDSR	61.43	61.43
1.00	EACH	CO Liberty II + 1 Short 3 Led Blue Item#IWDSB	61.43	61.43
1.00	EACH	CO New One Single Color Short 3 Super-Led Lighthead, Amber, Blue, Red or White Item# IWDSA	61.43	61.43
1.00	EACH	CO Straps and Bolts Only for Mounting Kit, For Use with Mkez or Mkaj Only Item# STPKT93	49.88	49.88
1.00	EACH	CO (ASSET # 64536) Cencom Sapphire, Remote Siren & Control Center and Options, 5 Year Warranty on Amplifier Item#CCSRN3	704.06	704.06
1.00	EACH	CO Sa315 Series, Small Round Profile, Composite Speaker, 6.5"H X 6.5"W X 2.9"D Item#SA315P	164.85	164.85
1.00	EACH	CO Ford Explorer 2002-2010, Chevy Suburban/Tahoe 2004-2006, Universal Item#SAK1	18.90	18.90
1.00	EACH	CO Headlight/Grille, Tailight Flashers & Ploice Equipment Interface Modules Item# UHF2150A	35.18	35.18
4.00	EACH	CO Split Color, Red, Blue, White and/or Amber with 9' Cable (Red/Bue) Item#VTX609J	70.35	281.38
4.00	EACH	CO Red, Amber or White 9' (Red)	70.35	281.38

Authorized By: _____

Requisition

Req # 00276002

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Item# VTX609R		
2.00	EACH	CO Red, Blue, Amber or White, Black Housing (Red/Blue) Item# IONSMJ	90.30	180.60
1.00	EACH	CO (ASSET # 64537) Pro-Series with Wrap Go Industries Enforcement Bumper Wrap Style for Ram 1500 2011-14 **when search in Buy Board put in go industries and it be 3 item down. It is actuallly less than Buy Board Item#39071	770.99	770.99
1.00	EACH	CO 2003-2014 Dodge Ram Tunnel Mount Assembly Item# C-TMW-Ram-01	86.68	86.68
1.00	EACH	CO 24" Enlcosed 10" High Console Item# C-2410	244.34	244.34
1.00	EACH	CO 3 Lighter Plug Outlets Item#C-LP3	30.03	30.03
1.00	EACH	CO Armrest for Top Mount, Console, Large Pad C-ARM-103	67.57	67.57
1.00	EACH	CO Mic Clip Item#C-MC	7.51	7.51
2.00	EACH	CO Mic Clip Bracket Item# C-MCB	9.56	19.12
1.00	EACH	CO Bracket Dodge (OM) Item#C-B66	45.04	45.04
1.00	EACH	CO (ASSET # 64538) 8VS Recessessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal (for 2014 Dodge 1500 w/Recess Panel and Lower Ext Panel) Item# PK0369DRT029Q	591.71	591.71
1.00	EACH	CO (ASSET # 64539) Dual T-Rail Mount 2 Universal, Handcuff Key Override Dual T-Rail Mount 2 Universal, Handcuff Key Override (for ShotGun and A15) Item# GK10342UHKSV	338.91	338.91
24.00	EACH	CO Installation	56.25	1,350.00
1.00	EACH	EX Shipping & Handling	551.01	551.01
		Account No	Encumbrance	
		5-1304-421-00-294-014-0-752	7,839.88	
			Freight	.00
			Total	7,839.88

~~REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233~~

Authorized By: _____

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37879

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
		2014 DODGE RAM 1500 **UNIT # 402		
1	IX2BRBR	New 54" Single Color, Red, Blue, Amber Or White	814.80	814.80
2	IWDLR	Liberty Ii Add 1 Long 6Led Red	88.73	177.46
2	IWDLB	Liberty Ii Add 1 Long 6Led Blu	88.73	177.46
6	IWDLA	Liberty Ii Add 1 Long 6Led Amb	88.72167	532.33
1	IA3	New Two 3 Super-Led? Alley Lights With 15? Horizontal Adjustment	67.20	67.20
1	ITL3	New Two 3 Long Super-Led? Take Down Lights	67.20	67.20
1	IWDSR	New One Single Color Short 3 Super-Led? Lighthead, Amber, Blue, Red Or White	61.43	61.43
1	IWDSB	LIBERTY II + 1 SHORT 3LED BLU	61.43	61.43
1	IWDSA	New One Single Color Short 3 Super-Led? Lighthead, Amber, Blue, Red Or White	61.43	61.43
1	STPKT93	Straps And Bolts Only For Mounting Kit, For Use With Mkez Or Mkaj Only	49.88	49.88
1	CCSRN3	3-Position Slide Switch And 18 Push Button Control Head With Amplifier Control Module With Pigtails, Microphone With Ccmicx20 Included (Replaces Ccsrn2)	704.06	704.06
1	SA315P	Sa315 Series , Small Round Profile, Composite Speaker, 6.5" H X 6.5" W X 2.9" D.	164.85	164.85

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37879

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
1	SAK1	Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	18.90	18.90
1	UHF2150A	Headlight/Grille, Taillight Flashers & Police Equipment Interface Modules	35.18	35.18
4	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable (RED/BLUE) ** HEAD LIGHT/ REVERSE LIGHTS**	70.345	281.38
4	VTX609R	Red, Amber Or White, 9' Cable(RED) **HEAD LIGHTS**	70.345	281.38
2	IONSMJ	Red, Blue, Amber Or White, Black Housing (RED?BLUE) **MIRROR BEAMS**	90.30	180.60
1	39071	Pro-Series W/Wrap GO INDUSTRIES ENFORCEMENT BUMPER WRAP STYLE FOR RAM 1500 2011-14 ** when search is buy board put in go industries and it be the 3 item down. It is actually less that buy board..	770.99	770.99
1	C-TMW-RAM-01	2003-2014 Dodge Ram Tunnel Mount Assembly	86.68	86.68
1	C-2410	24" Enclosed 10" High Console	244.34	244.34
1	C- LP-3	3 Lighter Plug Outlets	30.03	30.03
1	C-ARM-103	Armrest For Top Mount, Console, Large Pad	67.57	67.57
1	C-MC	Mic Clip	7.51	7.51

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37879

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
2	C-MCB	Mic Clip Bracket	9.56	19.12
1	C-B66	BRACKET DODGE (om)	45.04	45.04
1	PK0369DRT09Q...	#8VS Recessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal (FOR 2014 DODGE 1500 W/RECESS PANEL AND LOWER EXT. PANEL)	591.71	591.71
1	GK10342UHKSV...	Dual T-Rail Mount 2 Universal , Handcuff Key Override Dual T-Rail Mount 2 Universal , Handcuff Key Override (For Shot gun and A15)	338.91	338.91
24	INSTALLATION	INSTALLATION OF ALL THE ABOVE	56.25	1,350.00
	*S & H - D6	Shipping and Handling	551.01	551.01
		buy board 432-13		
		** please keep in mind prices for console and cages could not be veferied with vendor as of now due to 2015 Dodge Ram. They havent recieve on to test out the equipment**		

This Quote is Good for 30 Days

Subtotal	$7,839.88
Sales Tax (8.25%)	$0.00
Total	$7,839.88

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De lira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New 54" Single Color, Red, Blue, Amber Or White	IX2****	$814.80	1	$814.80	432-13	432-13
Liberty Ii Add 1 Long 6Led Red	IWDLR	$88.73	10	$887.30	432-13	432-13
New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	IA3	$67.20	1	$67.20	432-13	432-13
New Two 3 Long Super-Led? Take Down Lights	ITL3	$67.20	1	$67.20	432-13	432-13
New One Single Color Short 3 Super-Led? Lighthead, Amber, Blue, Red Or White	IWDS*	$61.43	3	$184.29	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	1	$49.88	432-13	432-13
3-Position Slide Switch And 18 Push Button Control Head With Amplifier Control Module With Pigtails, Microphone With Ccmicx20 Included (Replaces Ccsrn2)	CCSRN3	$718.20	2	$1,436.40	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	1	$168.53	432-13	432-13
Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	SAK1	$19.43	1	$19.43	432-13	432-13
Headlight/Grille Light Flasher With 4 Flash Patterns For Positive Or Negative Headlight Switching (Not For Chevy Impala)	UHF2150A	$36.23	1	$36.23	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	8	$575.44	432-13	432-13
Split Red/Blue, Black Housing	IONSMJ	$92.40	2	$184.80	432-13	432-13
Pro-Series W/Wrap	59733NC	$1,394.60	1	$1,394.60	432-13	432-13
2003-2014 Dodge Ram Tunnel Mount Assembly	C-TMW-RAM-01	$86.68	1	$86.68	432-13	432-13
24" Enclosed 10" High Console	C-2410	$244.34	1	$244.34	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	1	$30.03	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	1	$67.57	432-13	432-13
Mic Clip	C-MC	$7.51	1	$7.51	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	2	$19.12	432-13	432-13
#8Vs Recessed Panel 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	PK0369DRT09QCS CA	$591.71	1	$591.71	432-13	432-13
Dual T-Rail Mount 2 Universal , Handcuff Key Override	GK10342UHKSVS CA	$338.91	1	$338.91	432-13	432-13

Total for Fleet Safety Equipment, Inc.:	$7,271.97

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
labor
(•) All
( ) Vendor Discounts Only
( ) Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First | Previous | 1 | Next | Last

Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641		State/Province: TENNESSEE Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Asset No's Requested by: Tanya

Vendor: 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact: Rdelacruz
956-784-3510

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 432-13 TO BE USED TO EQUIP PATROL VEHICLES: 4-2015 TAHOES, ASSET#'S 63641-63644 THRU P.O.723695 DO NOT DUPLICATE ORDER		
4.00	EACH	(ASSET # 63641-63644) ITEM# IB2BR8R New 54" Single Co;lor, Red, Blue, Amber Or White	(64499-64502) 1,112.47	4,449.89
12.00	EACH	(ASSET # 63641-63644) ITEM# IBDLK New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
12.00	EACH	(ASSET # 63641-63644) ITEM# IBDLM New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
4.00	EACH	(ASSET # 63641-63644) ITEM# IBDSK New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	354.92
4.00	EACH	(ASSET # 63641-63644) ITEM# IBDSM New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	354.92
4.00	EACH	(ASSET # 63641-63644) ITEM# IA3 New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	67.20	268.81
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDSR New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	709.85
4.00	EACH	(ASSET # 63641-63644) ITEM# ITL12 New Two Long 12 Super-Led? Take Down Lights	210.00	840.00
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDLR New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDLB New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64
4.00	EACH	(ASSET # 63641-63644) ITEM# STPKT93 Replacement 1-1/2" Permanent Mounting Kit #7	49.88	199.52
4.00	EACH	(ASSET # 63641-63644) ITEM# 295SLSA6 Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	(64503-64506) 345.45	1,381.80
4.00	EACH	(ASSET # 63641-63644) ITEM# SA315P 123Db Speaker, Nylon Composite	168.53	674.12
4.00	EACH	(ASSET # 63641-63644) ITEM# SAK1 Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2005, Universal	19.43	77.72
8.00	EACH	(ASSET # 63641-63644) ITEM# AVN2RB Red, Blue, Amber And/Or White	183.23	1,465.85
4.00	EACH	(ASSET # 63641-63644) ITEM# ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60	46.73	186.91

Authorized By: _____

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Vendor: 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
4.00	EACH	Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads (ASSET # 63641-63644) ITEM# SSPPOSI6 100% SOLID-STATE, HEADLIGHT AND TAILLIGHT FLASHER, 2 OUTLET, 160 WATTS PER OUTLET, SEVEN FLASH PATTERNS, FOR 2006-2013 CHEVY IMPALA, 2011-2013 CHEVY CAPRICE AND 2007-2013 CHEVY TAHOE POLICE PACKAGE VEHICLES, INCLUDES MATING PLUG, FOR POSITIVE SWITCHING H SOLID STATE HEADLIGHT FLASHER		54.60	218.40
4.00	EACH	(ASSET # 63641-63644) ITEM # TADP8 Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	(64507-64510) 921.37	3,685.47 #4
4.00	EACH	(ASSET # 63641-63644) ITEM# DBKT4 "L" Angle Mounting Bracket Kit, Customer Installed	12.34	49.36
4.00	EACH	(ASSET # 63641-63644) ITEM# IONR, WIDE ANGLE, RED, BLUE, AMBER OR WHITE, WHITE HOUSING ION LIGHT RED	92.40	369.60
4.00	EACH	(ASSET # 63641-63644) ITEM# IONB, WIDE ANGLE, RED, BLUE, AMBER OR WHITE, WHITE HOUSING ION LIGHT RED	92.40	369.60
8.00	EACH	(ASSET # 63641-63644) ITEM# M4J, SPLIT COLOR WITH CLEAR OUTER LENS, SIDE BY SIDE, RED/WHITE INTERNAL FLASHER WITH FLASH PATTERN AND SYNCHRONIZE FEATURE (MA LED FLASHER BLUE/RED FOG LIGHTS	120.23	961.87
4.00	EACH	(ASSET # 63641-63644) ITEM# M4CT15B, FOG LIGHT MOUNT, FOR 2015 CHEVY TAHOE, PAIR, BLACK, M4 FOR LT MT 2015 TAHOE BLK	60.72	242.89
8.00	EACH	(ASSET # 63641-63644) ITEM# IONSMJ Split Red/Blue, Black Housing	92.40	739.20
4.00	EACH	(ASSET # 63641-63644) ITEM #PK0123TAH152ND #12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)	(64511-64514) 315.21	1,260.84 #4
4.00	EACH	(ASSET # 63641-63644) ITEM #PK1160TAH10SCA #8X1 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	(64515-64518) 670.41	2,681.64 #4
4.00	EACH	(ASSET # 63641-63644) ITEM# WB57T15 Pair, Steel Window Barrier (For Use With Dp57T15 Rear Door Panels Only) (New)	(64519-64522) 743.09	2,972.36 #4
4.00	EACH	(ASSET # 63641-63644) ITEM# DP57T15 Pair, Black Abs, Rear Door Panels (For Use With Wb57T15 & Wbp57T15 Window Armor Only)	153.91	615.64
4.00	EACH	(ASSET # 63641-63644) ITEM# PB57T15 Black Powder Coated Steel Standard Push Bumper	(64523-64526) 1,196.67	4,786.68 #4
4.00	EACH	(ASSET # 63641-63644) ITEM# PG3969 Delay Timer (Approx. 10 Sec.)	28.45	113.80
4.00	EACH	(ASSET # 63641-63644) ITEM# C-VS-1013-TAH-1 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	(64527-64530) 262.76	1,051.04
4.00	EACH	(ASSET # 63641-63644) ITEM# C-CUP2-I, INTERNAL CUP HOLDER, CON, ACSY, CUPHOLDER, IN, 4MS, DUAL,	28.67	114.68 #4
4.00	EACH	(ASSET # 63641-63644) ITEM# C-LP-3, 3 LIGHTER PLUG OUTLETS, 2' PLATE WITH THREE 12 VDC LIGHTER OUTLETS	30.03	120.12
4.00	EACH	(ASSET # 63641-63644) ITEM# C-ARM-102, SIDE MOUNT ARMREST, CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT, SIDE	47.09	188.34

Authorized By: _____

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MOUNT ARMREST		
4.00	EACH	(ASSET # 63641-63644) ITEM# CG-X, CHARGEGUARD-SELECT, CHRGGRD, UNV, CNTRLMDL, SET FOR 1 HOUR	64.35	257.40
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MAP-T-LED, GOOSENECK LED MAP LIGHT, MAP LIGHT, TOP, 12 INCH, LED	88.04	352.17
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MC, MIC CLIP, CONSOLE MIC CLIP	7.51	30.04
8.00	EACH	(ASSET # 63641-63644) ITEM# C-MCB, MIC CLIP BRACKET, MIC CLIP BRACKETS	9.56	76.48
4.00	EACH	(ASSET # 63641-63644) ITEM#DS-PAN-702-2 Toughbook Certified (Pending) Docking Station For Panasonic Toughpad G1 Tablets With Power Supply And Dual High-Gain Antenna	603.62	2,414.48
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MD-302 Heavy Duty Computer Monitor / Keyboard Mount And Motion Device	290.71	1,162.84
4.00	EACH	(ASSET # 63641-63644) ITEM# PKG-KB-114 Keyboard Mount and Ikey Keyboard	312.40	1,249.60
4.00	EACH	(ASSET # 63641-63644) ITEM# C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	115.34	461.36
4.00	EACH	(ASSET # 63641-63644) ITEM# G2S-KADB Radar	2,173.05	8,692.20
4.00	EACH	(ASSET # 63641-63644) ITEM# 36-009 Suv (Wide Box)	1,044.95	4,179.80
108.00	EACH	INSATALLATION	50.00	5,400.00
1.00	EACH	SHIPPING	2,256.00	2,256.00
		Account No	Encumbrance	
		5-1304-421-00-292-014-0-752	64,401.41	
			Freight	.00
			Total	64,401.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

REVIEWED
By Juan Alvarado at 4:48 pm, Apr 28, 2015

Authorized By: _____

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact: Rdelacruz
956-784-3510

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BUYBOARD 432-13 TO BE USED TO EQUIP PATROL VEHICLES: 4-2015 TAHOES, ASSET#'S 63641-63644 THRU P.O.723695 DO NOT DUPLICATE ORDER		
4.00	EACH	(ASSET # 63641-63644) ITEM# IB2BRBR New 54" Single Co;lor, Red, Blue, Amber Or White	1,112.47	4,449.89
12.00	EACH	(ASSET # 63641-63644) ITEM# IBDLK New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
12.00	EACH	(ASSET # 63641-63644) ITEM# IBDLM New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
4.00	EACH	(ASSET # 63641-63644) ITEM# IBDSK New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	354.92
4.00	EACH	(ASSET # 63641-63644) ITEM# IBDSM New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	354.92
4.00	EACH	(ASSET # 63641-63644) ITEM# IA3 New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	67.20	268.81
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDSR New One Single Color Long 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	709.85
4.00	EACH	(ASSET # 63641-63644) ITEM# ITL12 New Two Long 12 Super-Led? Take Down Lights	210.00	840.00
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDLR New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64
8.00	EACH	(ASSET # 63641-63644) ITEM# IBDLB New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64
4.00	EACH	(ASSET # 63641-63644) ITEM# STPKT93 Replacement 1-1/2" Permanent Mounting Kit #7	49.88	199.52
4.00	EACH	(ASSET # 63641-63644) ITEM# 295SLSA6 Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	345.45	1,381.80
4.00	EACH	(ASSET # 63641-63644) ITEM# SA315P 123Db Speaker, Nylon Composite	168.53	674.12
4.00	EACH	(ASSET # 63641-63644) ITEM# SAK1 Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	19.43	77.72
8.00	EACH	(ASSET # 63641-63644) ITEM# AVN2RB Red, Blue, Amber And/Or White	183.23	1,465.85
4.00	EACH	(ASSET # 63641-63644) ITEM# ULF44 Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60	46.73	186.91

Authorized By: _____

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
4.00	EACH	Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads (ASSET # 63641-63644) ITEM# SSFPOSI6 100% SOLID-STATE, HEADLIGHT AND TAILLIGHT FLASHER, 2 OUTLET, 160 WATTS PER OUTLET, SEVEN FLASH PATTERNS, FOR 2006-2013 CHEVY IMPALA, 2011-2013 CHEVY CAPRICE AND 2007-2013 CHEVY TAHOE POLICE PACKAGE VEHICLES, INCLUDES MATING PLUG, FOR POSITIVE SWITCHING H SOLID STATE HEADLIGHT FLASHER	54.60	218.40	
4.00	EACH	(ASSET # 63641-63644) ITEM # TADF8 Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	921.37	3,685.47	#4
4.00	EACH	(ASSET # 63641-63644) ITEM# DBKT4 "L" Angle Mounting Bracket Kit, Customer Installed	12.34	49.36	
4.00	EACH	(ASSET # 63641-63644) ITEM# IONR, WIDE ANGLE, RED, BLUE, AMBER OR WHITE, WHITE HOUSING ION LIGHT RED	92.40	369.60	
4.00	EACH	(ASSET # 63641-63644) ITEM# IONB, WIDE ANGLE, RED, BLUE, AMBER OR WHITE, WHITE HOUSING ION LIGHT RED	92.40	369.60	
8.00	EACH	(ASSET # 63641-63644) ITEM# M4J, SPLIT COLOR WITH CLEAR OUTER LENS, SIDE BY SIDE, RED/WHITE INTERNAL FLASHER WITH FLASH PATTERN AND SYNCHRONIZE FEATURE (MA LED FLASHER BLUE/RED FOG LIGHTS	120.23	961.87	
4.00	EACH	(ASSET # 63641-63644) ITEM# M4CT15B, FOG LIGHT MOUNT, FOR 2015 CHEVY TAHOE, PAIR, BLACK, M4 FOR LT MT 2015 TAHOE BLK	60.72	242.89	
8.00	EACH	(ASSET # 63641-63644) ITEM# IONSMJ Split Red/Blue, Black Housing	92.40	739.20	
4.00	EACH	(ASSET # 63641-63644) ITEM #PK0123TAH152ND #12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)	315.21	1,260.84	#4
4.00	EACH	(ASSET # 63641-63644) ITEM #PK1160TAH10SCA #8X1 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	670.41	2,681.64	#4
4.00	EACH	(ASSET # 63641-63644) ITEM# WB57T15 Pair, Steel Window Barrier (For Use With Dp57T15 Rear Door Panels Only) (New)	743.09	2,972.36	#4
4.00	EACH	(ASSET # 63641-63644) ITEM# DP57T15 Pair, Black Abs, Rear Door Panels (For Use With Wb57T15 & Wbp57T15 Window Armor Only)	153.91	615.64	
4.00	EACH	(ASSET # 63641-63644) ITEM# PB57T15 Black Powder Coated Steel Standard Push Bumper	1,196.67	4,786.68	#4
4.00	EACH	(ASSET # 63641-63644) ITEM# PG3969 Delay Timer (Approx. 10 Sec.)	28.45	113.80	
4.00	EACH	(ASSET # 63641-63644) ITEM# C-VS-1013-TAH-1 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	1,051.04	
4.00	EACH	(ASSET # 63641-63644) ITEM# C-CUP2-I, INTERNAL CUP HOLDER, CON, ACSY, CUPHOLDER, IM, 4MS, DUAL,	28.67	114.68	#4
4.00	EACH	(ASSET # 63641-63644) ITEM# C-LP-3, 3 LIGHTER PLUG OUTLETS, 2' PLATE WITH THREE 12 VDC LIGHTER OUTLETS	30.03	120.12	
4.00	EACH	(ASSET # 63641-63644) ITEM# C-ARM-102, SIDE MOUNT ARMREST, CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT, SIDE	47.09	188.34	

Authorized By: _____

Requisition

Req # 00276013

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PCT 2
300 W HALL ACRES, SUITE E
PHARR TX 78577

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MOUNT ARMREST		
4.00	EACH	(ASSET # 63641-63644) ITEM# CG-X, CHARGEGUARD-SELECT, CHRGGRD, UNV, CNTRLMDL, SET FOR 1 HOUR	64.35	257.40
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MAP-T-LED, GOOSENECK LED MAP LIGHT, MAP LIGHT, TOP, 12 INCH, LED	88.04	352.17
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MC, MIC CLIP, CONSOLE MIC CLIP	7.51	30.04
8.00	EACH	(ASSET # 63641-63644) ITEM# C-MCB, MIC CLIP BRACKET, MIC CLIP BRACKETS	9.56	76.48
4.00	EACH	(ASSET # 63641-63644) ITEM#DS-PAN-702-2 Toughbook Certified (Pending) Docking Station For Panasonic Toughpad G1 Tablets With Power Supply And Dual High-Gain Antenna	603.62	2,414.48
4.00	EACH	(ASSET # 63641-63644) ITEM# C-MD-302 Heavy Duty Computer Monitor / Keyboard Mount And Motion Device	290.71	1,162.84
4.00	EACH	(ASSET # 63641-63644) ITEM# PKG-KB-114 Keyboard Mount and Ikey Keyboard	312.40	1,249.60
4.00	EACH	(ASSET # 63641-63644) ITEM# C-HDM-204 8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	115.34	461.36
4.00	EACH	(ASSET # 63641-63644) ITEM# G2S-KADB Radar	2,173.05	8,692.20
4.00	EACH	(ASSET # 63641-63644) ITEM# 36-009 Suv (Wide Box)	1,044.95	4,179.80
108.00	EACH	INSATALLATION	50.00	5,400.00
1.00	EACH	SHIPPING	2,256.00	2,256.00
		Account No	Encumbrance	
		5-1304-421-00-292-014-0-752	64,401.41	
			Freight	.00
			Total	64,401.41
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

276013

clear

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38218

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		4- 2015 Tahoe's		
		LIBERTY II (NEW LIGHT BAR BREAK DOWN FULLY POPUALTED)		
4	IB2BRBR	New 54" Single Color, Red, Blue, Amber Or White **Put in part number IB2 only fine in buy board**	1,112.4725	4,449.89
12	IBDLK	New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
12	IBDLM	New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,908.96
4	IBDSK	New One Single Color Short 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73	354.92
4	IBDSM	New One Single Color Short 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.75	354.92
4	IA3	New Two 3 Super-Led? Alley Lights With 15? Horizontal Adjustment	67.2025	268.81
8	IBDSR	New One Single Color Short 6 Super-Led? Lighthead, Amber, Blue, Red Or White	88.73125	709.85
4	ITL12	New Two Long 12 Super-Led? Take Down Lights	210.00	840.00
8	IBDLR	New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38218

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
8	IBDLB	New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	159.08	1,272.64
4	STPKT93	Replacement 1-1/2" Permanent Mounting Kit #7 STRAP KIT FOR A 2015 CHEVY TAHOE	49.88	199.52
4	295SLSA6	Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6) 295SLSA6 SIREN/CONTROL CENTER	345.45	1,381.80
4	SA315P	123Db Speaker, Nylon Composite SA315P SPEAKER, BLACK PLASTIC	168.53	674.12
4	SAK1	Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal SA-315 MOUNT KIT UNIVERSAL **inside grill**	19.43	77.72
8	AVN2RB	Red, Blue, Amber And/Or White DUAL AVENGER SUPER-LED RED/BLU **rear side window**	183.23125	1,465.85
4	ULF44	Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads UNIVERSAL LED FLASHER 4 OUTLET	46.7275	186.91

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

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866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38218

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
		rear flasher		
4	SSFPOSI6	100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching H SOLID STATE HEADLIGHT FLASHER	54.60	218.40
4	TADF8	Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	921.3675	3,685.47
		** inside rear hatch**		
4	DBKT4	"L" Angle Mounting Bracket Kit, Customer Installed DOMINATOR ANGLE MOUNT BRACKET Pair for one Dominator	12.34	49.36
4	IONR	Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT RED	92.40	369.60
4	IONB	Wide Angle, Red, Blue, Amber Or White, White Housing ION LIGHT BLUE	92.40	369.60
		** upper rear hatch **		

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
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Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

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4/23/2015	38218

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Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total	
8	M4J	Split Color With Clear Outer Lens, Side-By-Side, Red/White. Internal Flasher With Flash Patterns And Synchronize Feature M4 LED FLASHER BLUE/RED ** fog lights**	120.23375	961.87	
4	M4CT15B	Fog Light Mount, For 2015 Chevy Tahoe, Pair, Black M4 FOG LT MT 2015 TAHOE BLK	60.7225	242.89	
8	IONSMJ	Split Red/Blue, Black Housing **License plate **	92.40	739.20	
		PUSH BUMPER,CAGES			
4	PK0123TAH152ND	#12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available	315.21	1,260.84	#4
4	PK1160TAH10SCA	#8XL PARTITION FOR TAHOE HALFPOLY/COATED EXPANDED METAL BEHIND THE DRIVER	670.41	2,681.64	#4
4	WB57T15	Pair, Steel Window Barrier (For Use With Dp57T15 Rear Door Panels Only) (New)	743.09	2,972.36	#4
4	DP57T15	Pair, Black Abs, Rear Door Panels (For Use With Wb57T15 & Wbp57T15 Window Armor Only) PRO-GARD LIST 128.-32.2%=	153.91	615.64	
4	PB57T15	Black Powder Coated Steel Standard Push Bumper	1,196.67	4,786.68	#4

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38218

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
4	PG3969	Delay Timer (Approx. 10 Sec.) **When looking up part number just put Timer in the search** Ten sec delay timer ** customer will be providing the gunrack**	28.45	113.80
4	C-VS-1013-TAH-1	CONSOLE 2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	262.76	1,051.04
4	C-CUP2-I	Internal Cup Holders CON, ACSY, CUPHLDR, IM, 4MS, DUAL,	28.67	114.68
4	C-LP-3	3 Lighter Plug Outlets 2' PLATE WITH THREE 12 VDC LIGHTER OUTLETS	30.03	120.12
4	C-ARM-102	Side Mount Armrest CON, ACSY, ARM, EM, SPD, H-ADJT, SDMT, Side mount armrest	47.085	188.34
4	CG-X	Chargeguard-Select CHRGGRD, UNV, CNTRLMDL, **SET FOR 1 HR**	64.35	257.40
4	C-MAP-T-LED	Gooseneck Led Map Light Map light, Top, 12 Inch, LED	88.0425	352.17
4	C-MC	Mic Clip CONSOLE MIC CLIP	7.51	30.04
8	C-MCB	Mic Clip Bracket MIC CLIP BRACKETS	9.56	76.48

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	38218

Name / Address
Hidalgo County Precinct 2 300 W. Hall Acers Suite E Pharr, tx 78577

P.O. No.	Terms	Rep	Project
	NET 30	MR	

Qty	Item	Description	Your Cost	Total
4	ds-pan-702-2	Toughbook Certified (Pending) Docking Station For Panasonic Toughpad G1 Tablets With Power Supply And Dual High-Gain Antenna	603.62	2,414.48
4	C-MD-302	Heavy Duty Computer Monitor / Keyboard Mount And Motion Device	290.71	1,162.84
4	PKG-KB-114	Keyboard Mount And Ikey Keyboard **insert this part # to look up PKG-KB-**	312.40	1,249.60
4	C-HDM-204	8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	115.34	461.36
4	G2S-KADB	RADAR--- WHEN SEARCH PUT IN THIS PART NUMBER G2S w/ 2 Ka Decatur Genesis II - Dual KA	2,173.05	8,692.20
4	36-009	WIDE TUFBOX FOR SUV (12x48x32)	1,044.95	4,179.80
108	INSTALLATION	$50.00 A HOUR	50.00	5,400.00
	*S & H - F1	Shipping and Handling	2,256.00	2,256.00
		BUY BOARD 432-13		

This Quote is Good for 30 Days

Subtotal	$64,401.41
Sales Tax (8.25%)	$0.00
Total	$64,401.41

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New 54" Single Color, Red, Blue, Amber Or White	IB2****	$1,112.48	4	$4,449.92	432-13	432-13
New One Single Color Long 12 Super-Led? Lighthead, Amber, Blue, Red Or White	IBDL*	$159.08	20	$3,181.60	432-13	432-13
New One Duo+? Color Interleaved Long Super-Led? Lighthead, Amber, Blue, Red And/Or White, For Use As A Rear Duo+? Traffic Advisor?	IBDL#	$159.08	20	$3,181.60	432-13	432-13
New One Single Color Short 6 Super-Led? Lighthead, Amber, Blue, Red Or White	IBDS*	$88.73	4	$354.92	432-13	432-13
New One Duo+? Color Interleaved Short 6 Super-Led? Lighthead, Amber, Blue, Red And/Or White, For Use As A Rear Duo+? Traffic Advisor?	IBDS#	$88.73	12	$1,064.76	432-13	432-13
New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	IA3	$67.20	4	$268.80	432-13	432-13
New Two Long 12 Super-Led? Take Down Lights	ITL12	$210.00	4	$840.00	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	4	$199.52	432-13	432-13
Single Unit Siren With 9-Switch Light Control And Standard Switching, Now With Park Kill & Timed Out Relay With 17 Scan-Lock? Siren Tones (Replaces 295Hfsa6)	295SLSA6	$345.45	4	$1,381.80	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	4	$674.12	432-13	432-13
Ford Explorer, 2002-2010, Chevy Suburban/Tahoe, 2004-2006, Universal	SAK1	$19.43	4	$77.72	432-13	432-13
Red, Blue, Amber And/Or White	AVN2**	$183.23	8	$1,465.84	432-13	432-13
Four Outlet, Four Channel Led Flasher, 60 Watts Per Channel, More Than 60 Scan-Lock? Flash Patterns, Allowing For Alternating, Simultaneous And Synchronized Flashing Lightheads	ULF44	$46.73	4	$186.92	432-13	432-13
100% Solid-State, Headlight And Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, Seven Flash Patterns, For 2006-2013 Chevy Impala, 2011-2013 Chevy Caprice And 2007-2013 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching He	SSFPOSI6	$54.60	4	$218.40	432-13	432-13

Eight Duo? Color Linear Super-Led? Traffic Advisor?, Requires No Special Control Head, 45.12" Long	TADF8	$921.38	4	$3,685.52	432-13	432-13
"L" Angle Mounting Bracket Kit, Customer Installed	DBKT4	$12.34	4	$49.36	432-13	432-13
Wide Angle, Split Blue/Amber, White Housing	WIONWM	$92.40	16	$1,478.40	432-13	432-13
Split Color With Clear Outer Lens, Side-By-Side, Red/White. Internal Flasher With Flash Patterns And Synchronize Feature	M4D	$120.23	8	$961.84	432-13	432-13
Fog Light Mount, For 2015 Chevy Tahoe, Pair, Black	M4CT15B	$60.72	8	$485.76	432-13	432-13
#12Vs 2Nd Vinyl Coated Expanded Metal Partition Stock Seat (Others Available)	PK0123TAH152ND	$315.21	4	$1,260.84	432-13	432-13
#8Xl 1/2 Coated Polycarbonate 1/2 Vinyl Coated Expanded Metal	PK1160TAH10SCA	$670.71	4	$2,682.84	432-13	432-13
Pair, Steel Window Barrier (For Use With Dp57T15 Rear Door Panels Only) (New)	WB57T15	$743.09	4	$2,972.36	432-13	432-13
Pair, ?" Polycarbonate Window Barrier (For Use With Dp57T15 Rear Door Panels Only)	WBP57T15	$153.91	4	$615.64	432-13	432-13
Black Powder Coated Steel Standard Push Bumper	PB57T15	$1,196.67	4	$4,786.68	432-13	432-13
Delay Timer (Approx. 10 Sec.)	DELAY TIMER (APPROX. 10 S	$28.45	4	$113.80	432-13	432-13
2015 Chevrolet Tahoe Police Pursuit Vehicle Specific 23" Console	C-VS-1013-TAH-1	$262.76	4	$1,051.04	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	4	$114.68	432-13	432-13
3 Lighter Plug Outlets	C-LP-3	$30.03	4	$120.12	432-13	432-13
Side Mount Armrest	C-ARM-102	$47.09	4	$188.36	432-13	432-13
Chargeguard-Select	CG-X	$64.35	4	$257.40	432-13	432-13
Gooseneck Led Map Light	C-MAP-T-LED	$88.04	4	$352.16	432-13	432-13
Mic Clip	C-MC	$7.51	4	$30.04	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	8	$76.48	432-13	432-13
Toughbook Certified (Pending) Docking Station For Panasonic Toughpad G1 Tablets With Power Supply And Dual High-Gain Antenna	DS-PAN-702-2	$603.62	4	$2,414.48	432-13	432-13
Heavy Duty Computer Monitor / Keyboard Mount And Motion Device	C-MD-302	$290.71	4	$1,162.84	432-13	432-13
Keyboard Mount And Ikey Keyboard	PKG-KB-112	$312.40	4	$1,249.60	432-13	432-13
8.5" Heavy Duty Telescoping Pole, Side Mount, Short Handle	C-HDM-204	$115.34	4	$461.36	432-13	432-13
Radar	G2S w/ 2 Ka *	$2,173.05	4	$8,692.20	432-13	432-13

Suv (Wide Box)	36-009	$1,044.95	4	$4,179.80	432-13	432-13

Total for Fleet Safety Equipment, Inc.: $56,989.52

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
labor
- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Contact us 800-695-2919

CONSTABLES

Purchase & Installation of lighting equipment & Accessories

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641		State/Province: TENNESSEE Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

Req # 00276019

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EQUIPMENT FOR 4 NEW 2015 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLE (REFER TO PO#723178) DO NOT DUPLICATE ORDER		
4.00	EACH	CO (ASSET # 64540 - 64543) Liberty Ii Lc 48" B/R/B/R Item# IX8BRBR	814.00	3,256.00
8.00	EACH	CO Liberty Ii Add 1 Long 6 Led Red Item# IWDLR	88.73	709.84
8.00	EACH	CO Liberty Ii Add 1 Long 6 Led Blue Item# IWDLB	88.73	709.84
24.00	EACH	CO Liberty Ii Add 1 Long 6 Led Amber Item# IWDLA	88.73	2,129.52
4.00	EACH	CO New Two 3 Super-Led Alley Lights with 15 Horizontal Adjustment Item# IA3	67.20	268.80
4.00	EACH	CO New Two Long 12 Super-Led Take Down Lights Item# ITL12	210.00	840.00
4.00	EACH	CO Replacement 1-1/2" Permanant Mounting Kit #7 Strap Kit for SUV Interceptor (no roof rack) Item# STPKT83	49.88	199.52
4.00	EACH	CO (ASSET # 64544 - 64547) Sama As Ccsrn3 with Traffic Advisor Module (Replaces Ccrnta2) Cencom Sapphire Siren System Item# CCSRN3	810.08	3,240.33
4.00	EACH	CO 123Db Speaker, Nylon Composite SA315P Speaker, Black Plastic	168.54	674.14
4.00	EACH	CO Ford Exploer 2011-2014 and 2013-2014 Ford Police Interceptor Utility Item# SAK44	4.86	19.43
16.00	EACH	CO Split Color, Red, Blue, White and/or Amber with 9' Cable Vertex Super-Led Split Red/Blue Item# VTX609J	71.93	1,150.90
4.00	EACH	CO Optional Rear Hatch Mounting Brackets (Pair) for 2013-2014 Ford Police Interceptor Utility, Requires Six Ion Series Lightheads Purchased Separately, Not for Use with Ion V-Series Ion Rear Hatch Mtg Bkt (pair) 2013 Ford SUV Interceptor Item# IONBKT2	37.80	151.20
24.00	EACH	CO Split Red/Blue, Black Housing Ion Light Red/Blue Item# IONJ	92.40	2,217.53
4.00	EACH	CO 2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console	225.94	903.74

#4

#4

Authorized By: _____

Requisition

Req # 00276019

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
		2013 Ford Interceptor Utility Police Vehicle Specific 21" Console Item# C-VS-1308-INUT			
4.00	EACH	CO (ASSET # 64548 - 64551) Armrest for Top Mount, Console, Large Pad CON, ACSY, ARM, EM, LPD, FLP, H-ADJT Item# C-ARM-103	67.58	270.30	#4
4.00	EACH	CO Mic Clip Console Mic Clip Item#C-MC	7.51	30.03	
8.00	EACH	CO Mic Clip Bracket Mic Clip Brakets Item# C-MCB	9.56	76.45	
4.00	EACH	CO Internal Cup Holders CON, ACSY, CUPHLDER, IM, 4S, DUAL Item#C-CUP2-I	28.68	114.70	
4.00	EACH	CO (ASSET # 64552 - 64555) Polycarbonate, Expanded Metal Window Polycarbonate, 1/2 Expanded Metal Window compatible with side curtain airbags Item# P4712UINT13A	412.23	1,648.90	#4
4.00	EACH	CO Recessed Panel (Space Saver) Recessed Panel for 2013 Ford SUV Police Interceptor Item# RP47UINT13	67.12	268.49	
4.00	EACH	CO Pair 20: 14 Gauage Steel Extension Panels for Use with RP47UINT13 Recessed Panel	52.88	211.52	
4.00	EACH	CO (ASSET # 64556 - 64559) Full, 7 Gauage Steel Wire Screen Window Item# P4705UINT13A	399.34	1,597.37	#4
4.00	EACH	CO Single T-Rail Mount Universal, Handcuff Key Override Sibgle Universal Gun Mount with Hand Cuff Key Item#GK10271UHKSS	236.20	944.81	
4.00	EACH	CO (ASSET # 64560 - 64563) PB450L4 Alum Push Bumper 4 Whelen LED Lights (specify colors) for 12-13 Interceptor Utility Item# BK9ITU12	647.01	2,588.04	#4
2.00	EACH	CO (ASSET # 64564 - 64565) Stalker Dual S1 Radar #200-0808-05 Dual- SL Counting Unit Item# 200-0808-05	2,647.02	5,294.04	#2
4.00	EACH	CO (ASSET # 64566 - 64569) Pannin Re-Enforcer Body Camera Package: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses Item# PT-REENFORCE	1,695.00	6,780.00	#4
104.00	EACH	CO Installation	50.00	5,200.00	
1.00	EACH	EX Shipping & Handling	1,682.00	1,682.00	

Authorized By: _____

Requisition

Req # 00276019

PO #

Date: 04/24/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Account No	Encumbrance	
		5-1304-421-00-294-014-0-752	43,177.44	
			Freight	.00
			Total	43,177.44
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37965

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
		2015 FORD INTERCEPTOR SUV ** HIDALGO CO Constables PCT 4** UNITS #'s 408,410,415, and 422		
4	IX8BRBR	Liberty Ii Lc 48" B/R/B/R	814.00	3,256.00
8	IWDLR	Liberty Ii Add 1 Long 6Led Red	88.73	709.84
8	IWDLB	Liberty Ii Add 1 Long 6Led Blu	88.73	709.84
24	IWDLA	Liberty Ii Add 1 Long 6Led Amb	88.73	2,129.52
4	IA3	New Two 3 Super-Led? Alley Lights With 15? Horizontal Adjustment	67.20	268.80
4	ITL12	New Two Long 12 Super-Led? Take Down Lights	210.00	840.00
4	STPKT83	Replacement 1-1/2" Permanent Mounting Kit #7 STRAP KIT FOR SUV INTERCEPTOR - (no roof rack)	49.88	199.52
4	CCSRN3	Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2 CENCOM SAPPHIRE SIREN SYSTEM	810.0825	3,240.33
4	SA315P	123Db Speaker, Nylon Composite SA315P SPEAKER, BLACK PLASTIC	168.535	674.14
4	SAK44	Ford Explorer, 2011-2014 And 2013-2014 Ford Police Interceptor Utility	4.8575	19.43

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37965

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
16	VTX609J	Split Color, Red, Blue, White And/Or Amber, With 9' Cable VERTEX SUPER-LED SPLIT RED/BLU **head and tail light ** PRE DRILL	71.93125	1,150.90
4	IONBKT2	Optional Rear Hatch Mounting Brackets (Pair) For 2013-2014 Ford Police Interceptor Utility, Requires Six Ion? Series Lightheads Purchased Separately, Not For Use With Ion? V-Series ION REAR HATCH MTG BKT (PAIR) 2013 FORD SUV INTERCEPTOR	37.80	151.20
24	IONJ	Split Red/Blue, Black Housing ION LIGHT RED/BLUE	92.39708	2,217.53
		CONSOLE		
4	C-VS-1308-INUT	2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console 2013 Ford Interceptor Utility Police Vehicle Specific 21" Console	225.935	903.74
4	C-ARM-103	Armrest For Top Mount, Console, Large Pad CON, ACSY, ARM, EM, LPD, FLP, H-ADJT, Armrest for top mount, console, large pad	67.575	270.30

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37965

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
4	C-MC	Mic Clip CONSOLE MIC CLIP	7.5075	30.03
8	C-MCB	Mic Clip Bracket MIC CLIP BRACKETS	9.55625	76.45
4	C-CUP2-I	Internal Cup Holders CON, ACSY, CUPHLDR, IM, 4MS, DUAL, **CAGES AND PUSH BUMPER**	28.675	114.70
4	P4712UINT13A	? Polycarbonate, ? Expanded Metal Window ½ Polycarbonate, ½ Expanded Metal Window - compatible with side curtain airbags	412.225	1,648.90
4	RP47UINT13	Recessed Panel (Space Saver) RECESSED PANEL FOR 2013 FORD SUV POLICE INTERCEPTOR	67.1225	268.49
4	SP47BS13	PAIR 20: 14 GAUGE STEEL EXTENSION PANELS FOR USE WITH RP47UINT13 RECESSED PANEL	52.88	211.52
4	P4705UINT13A	Full, 7 Gauge Steel Wire Screen Window Full, 7 Gauge Steel Wire Screen Window FORD INT. SUV	399.3425	1,597.37
4	GK10271UHKSS...	Single T-Rail Mount Universal , Handcuff Key Override SINGLE UNIVERSAL GUN MOUNT WITH HAND CUFF KEY	236.2025	944.81

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37965

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
4	BK2019ITU12	Pb450L4 - Whelen Ion PB450L4 ALUM PUSH BUMPER 4 WHELEN LED LIGHTS(SPECIFY COLORS) FOR 12-13 INTERCEPTOR UTILITY	647.01	2,588.04
2	200-0808-05	Stalker Dual SI Radar #200-0808-05 DUAL-SL COUNTING UNIT	2,647.02	5,294.04
4	PT-REENFORCE...	Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	1,695.00	6,780.00
104	INSTALLATION	Installation of above item(s) at 50.00 a hour	50.00	5,200.00
	*S & H - E6	Shipping and Handling	1,682.00	1,682.00
		buy board 432-13		

This Quote is Good for 30 Days

Subtotal	$43,177.44
Sales Tax (8.25%)	$0.00
Total	$43,177.44

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New 48" Single Color, Red, Blue, Amber Or White	IX8****	$814.80	4	$3,259.20	432-13	432-13
Liberty Ii Add 1 Long 6Led Red	IWDLR	$88.73	40	$3,549.20	432-13	432-13
New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	IA3	$67.20	4	$268.80	432-13	432-13
New Two Long 12 Super-Led? Take Down Lights	ITL12	$210.00	4	$840.00	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	4	$199.52	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	4	$3,364.20	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	4	$674.12	432-13	432-13
Ford Explorer, 2011-2014 And 2013-2014 Ford Police Interceptor Utility	SAK44	$19.43	4	$77.72	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	16	$1,150.88	432-13	432-13
Optional Rear Hatch Mounting Brackets (Pair) For 2013-2014 Ford Police Interceptor Utility, Requires Six Ion? Series Lightheads Purchased Separately, Not For Use With Ion? V-Series	IONBKT2	$37.80	4	$151.20	432-13	432-13
Wide Angle, Split Red/White, Black Housing	WIONSMD	$92.40	24	$2,217.60	432-13	432-13
2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console	C-VS-1308-INUT	$255.94	4	$1,023.76	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	4	$270.28	432-13	432-13
Mic Clip	C-MC	$7.51	4	$30.04	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	8	$76.48	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	4	$114.68	432-13	432-13
? Polycarbonate, ? Expanded Metal Window	P4712UINT13A	$412.22	4	$1,648.88	432-13	432-13
Recessed Panel (Space Saver)	RP47UINT13	$67.12	4	$268.48	432-13	432-13
Pair, 20", 14 Gauge Steel Extension Panels (For Use With Rp47Uint13 Recessed Panel)	SP47BS13	$52.88	4	$211.52	432-13	432-13
Full, 7 Gauge Steel Wire Screen Window	P4705UINT13A	$399.34	4	$1,597.36	432-13	432-13
Single T-Rail Mount Universal , Handcuff Key Override	GK10271UHKSSCA	$236.21	4	$944.84	432-13	432-13

Pb450L4 - Whelen Ion	BK2019ITU12	$647.01	4	$2,588.04	432-13	432-13
Stalker Dual SI Radar #200-0808-05	Dual SL	$2,647.04	2	$5,294.08	432-13	432-13
Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	PT-REENFORCER-PACK	$1,695.00	4	$6,780.00	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$36,600.88		

Shopping Cart for Tanya De Iira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New 48" Single Color, Red, Blue, Amber Or White	IX8****	$814.80	4	$3,259.20	432-13	432-13
Liberty Ii Add 1 Long 6Led Red	IWDLR	$88.73	40	$3,549.20	432-13	432-13
New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	IA3	$67.20	4	$268.80	432-13	432-13
New Two Long 12 Super-Led? Take Down Lights	ITL12	$210.00	4	$840.00	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	4	$199.52	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	4	$3,364.20	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	4	$674.12	432-13	432-13
Ford Explorer, 2011-2014 And 2013-2014 Ford Police Interceptor Utility	SAK44	$19.43	4	$77.72	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	16	$1,150.88	432-13	432-13
Optional Rear Hatch Mounting Brackets (Pair) For 2013-2014 Ford Police Interceptor Utility, Requires Six Ion? Series Lightheads Purchased Separately, Not For Use With Ion? V-Series	IONBKT2	$37.80	4	$151.20	432-13	432-13
Wide Angle, Split Red/White, Black Housing	WIONSMD	$92.40	24	$2,217.60	432-13	432-13
2013-2014 Ford Interceptor Utility Police Vehicle Specific 21" Console	C-VS-1308-INUT	$255.94	4	$1,023.76	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	4	$270.28	432-13	432-13
Mic Clip	C-MC	$7.51	4	$30.04	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	8	$76.48	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	4	$114.68	432-13	432-13
? Polycarbonate, ? Expanded Metal Window	P4712UINT13A	$412.22	4	$1,648.88	432-13	432-13
Recessed Panel (Space Saver)	RP47UINT13	$67.12	4	$268.48	432-13	432-13
Pair, 20", 14 Gauge Steel Extension Panels (For Use With Rp47Uint13 Recessed Panel)	SP47BS13	$52.88	4	$211.52	432-13	432-13
Full, 7 Gauge Steel Wire Screen Window	P4705UINT13A	$399.34	4	$1,597.36	432-13	432-13
Single T-Rail Mount Universal , Handcuff Key Override	GK10271UHKSSCA	$236.21	4	$944.84	432-13	432-13

Pb450L4 - Whelen Ion	BK2019ITU12	$647.01	4	$2,588.04	432-13	432-13
Stalker Dual Sl Radar #200-0808-05	Dual SL	$2,647.04	2	$5,294.08	432-13	432-13
Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	PT-REENFORCER-PACK	$1,695.00	4	$6,780.00	432-13	432-13
Total for Fleet Safety Equipment, Inc.:				$36,600.88		

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
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Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

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Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

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Vendors
Fleet Safety Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Fleet Safety Equipment, Inc.
Address:	5858 Waltrip Houston, TX 77087
Phone Number:	(800) 847-8762
Email:	darrin@fleetsafety.com
Website:	http://www.fleetsafety.com
Federal ID:	62-1172177
Contact:	Darrin Hope
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Public Safety & Fire House Supplies & Equipment
Contract#:	432-13
Effective Date:	04/01/2014
Expiration Date:	03/31/2017
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	432-13
Return Policy:	Case by case

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
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Contact us 800-695-2919

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

ENTITY	FLEET SAFETY EQUIPMENT, INC.	Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392 DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5090 WILFONG RD		
City: MEMPHIS		State/Province: TENNESSEE
ZIP Code: 38134-5641		Country: UNITED STATES

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Requisition

PO #
Date: 04/27/15

Bill To: x
x

Asset No's Requested by: Tanya

376091

Vendor: 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: MMUNOZ
956-383-8560

Contract No: BUYBOARD 432-13

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	
		EQUIPMENT FOR 2 NEW FORD PI SEDAN INTERCEPTOR UTILITY VEHICLES (REFER TO PO#723178) DO NOT DUPLICATE ORDER			
2.00	EACH	Liberty Ii Lc 48" B/R/B/R Item#IX8BRBR	(64570-64571) 814.80	1,629.60	#1
4.00	EACH	Liberty Ii Add 1 Long 6Led Red Item#IWDLR	88.73	354.92	
4.00	EACH	Liberty Ii Add 1 Long 6Led Blue Item#IWDLB	88.73	354.92	
12.00	EACH	Liberty Ii Add 1 Long 6Led Amber Item#IWDLA	88.73	1,064.76	
2.00	EACH	New Two 3 Super-Led Alley Lights with 15 Horizontal Adjustment Item#IAJ	67.20	134.40	
2.00	EACH	New Two Long 12 Super-Led Take Down Lights Item#ITL12	210.00	419.99	
2.00	EACH	Strap Kit for Ford Interceptor Sedan Item#STPT76L	49.88	99.76	
2.00	EACH	Same As Ccsrn3 with Traffic Advisor Module (replaces Ccrnta2) Cencom Sapphire Siren System Item#CCSRN3	(64572-64573) 810.09	1,620.17	#2
2.00	EACH	123Db Speaker, Nylon Composite SA315P Speaker, Black Plastic Item#SA315P	168.54	337.07	
2.00	EACH	Ford Taurus 2010-2014 & Police Interceptor 2013-2014 Speaker Bracket Interceptor Sedan Item#SAK19	9.72	19.43	
2.00	EACH	Ford Taurus 2011-2014 & Police Interceptor 2013-2014 Eight Lamp Traffic Advisor with Two End Flashers Item#IZ38LR8	(64574-64575) 606.90	1,213.80	#2
2.00	EACH	Mirror Beam Split Color Ion Blue Red for Ford Interceptor Item#MBFTL1JJ	203.18	406.36	
8.00	EACH	Split Color, Red, Blue, White and.or Amber with 9' Cable Vertex Super-Led Split Red/Blue Item#VTX609J	71.93	575.45	
2.00	EACH	2013-2014 Ford Interceptor Sedan Police Vehicle Specific 21" Console 2013 Ford Interceptor Sedan Police Vehicle Specific 23" Console Item#C-VS-1508-INSE	(64576-64577) 255.94	511.87	#2
2.00	EACH	Armrest for Top Mount, Console, Large Pad	67.58	135.15	

Authorized By: _____

Requisition

Req # 00276099

PO #

[redacted]

Bill To: x
x

Vendor : 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	EACH	CON, ACSY, ARM, EM, LPD, FLP, H-ADJT Item#C-ARM-103 Mic Clip	7.51	15.01
4.00	EACH	Console Mic Clip Item#C-MC Mic Clip Bracket	9.56	38.23
2.00	EACH	Nic Clip Brackets Item#C-MCB Internal Cup Holders	28.68	57.35
2.00	EACH	CON, ACSY, CUPHLDER, IM, 4MS, DUAL Item#C-CUP2-I Polycarbonate, Extended Metal Window (Includes Recessed Panel & Pair of Bucket Seat Extension Panels) 1/2 poly 1/2 expanded metal window with window recess panel	(64578-64579) 526.13	1,052.26
2.00	EACH	Item#PSSP1612INT13A Single T-Rail Mount Universal, Handcuff Key Override Single Universal Gun Mount with Hand Cuff Key	236.20	472.40
2.00	EACH	Item#GK10271UHKSS Pb450L4 - Whelen Ion Setina PB450L for a 2012 Ford Interceptor Sedan	(64580-64581) 623.31	1,246.62
1.00	EACH	Item#BK2007ITS12 Stalker Dual SI Radar #200-0808-05 Dual-SL Counting Unit	(64582) 2,647.04	2,647.04
1.00	EACH	Item#200-0808-05 Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses	(64583) 1,695.00	1,695.00
48.00	HRS	Item#PT-REENFORCE Installation	50.00	2,400.00
1.00	EACH	Shipping & Handling	1,386.00	1,386.00
		Account No 5-1304-421-00-294-014-0-752	Encumbrance 19,887.56	
		REVIEWED *By Juan Alvarado at 10:39 am, Apr 29, 2015*	Freight	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Total	19,887.56

Incl.

#2

#1 #2 #1

Authorized By: _____

Requisition

Req# [redacted]

PO #
Date: 04/27/15

Bill To: x
x

Vendor : 367346
FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No: BUYBOARD 432-13

Special Instructions:

[redacted]

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		EQUIPMENT FOR 2 NEW FORD PI SEDAN INTERCEPTOR UTILITY VEHICLES (REFER TO PO#723178) DO NOT DUPLICATE ORDER		
2.00	EACH	Liberty Ii Lc 48" B/R/B/R Item#IX8BRBR	814.80	1,629.60
4.00	EACH	Liberty Ii Add 1 Long 6Led Red Item#IWDLR	88.73	354.92
4.00	EACH	Liberty Ii Add 1 Long 6Led Blue Item#IWDLB	88.73	354.92
12.00	EACH	Liberty Ii Add 1 Long 6Led Amber Item#IWDLA	88.73	1,064.76
2.00	EACH	New Two 3 Super-Led Alley Lights with 15 Horizontal Adjustment Item#IA3	67.20	134.40
2.00	EACH	New Two Long 12 Super-Led Take Down Lights Item#ITL12	210.00	419.99
2.00	EACH	Strap Kit for Ford Interceptor Sedan Item#STPT76L	49.88	99.76
2.00	EACH	Same As Ccsrn3 with Traffic Advisor Module (replaces Ccrnta2) Cencom Sapphire Siren System Item#CCSRN3	810.09	1,620.17
2.00	EACH	123Db Speaker, Nylon Composite SA315P Speaker, Black Plastic Item#SA315P	168.54	337.07
2.00	EACH	Ford Taurus 2010-2014 & Police Interceptor 2013-2014 Speaker Bracket Interceptor Sedan Item#SAK39	9.72	19.43
2.00	EACH	Ford Taurus 2011-2014 & Police Interceptor 2013-2014 Eight Lamp Traffic Advisor with Two End Flashers Item#IZ38LR8	606.90	1,213.80
2.00	EACH	Mirror Beam Split Color Ion Blue Red for Ford Interceptor Item#MBFT11JJ	203.18	406.36
8.00	EACH	Split Color, Red, Blue, White and.or Amber with 9' Cable Vertex Super-Led Split Red/Blue Item#VTX609J	71.93	575.45
2.00	EACH	2013-2014 Ford Interceptor Sedan Police Vehicle Specific 21" Console 2013 Ford Interceptor Sedan Police Vehicle Specific 23" Console Item#C-VS-1508-INSE	255.94	511.87
2.00	EACH	Armrest for Top Mount, Console, Large Pad	67.58	135.15

Authorized By: _____

Requisition

Req # 00276099

PO #

[redacted]

Bill To: x
x

Vendor : 367346

FLEET SAFETY EQUIPMENT, INC.
6525 GOFORTH ST.
HOUSTON TX 77021
FAX (713)228-8904

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CON, ACSY, ARM, EM, LPD, FLP, H-ADJT Item#C-ARM-103		
2.00	EACH	Mic Clip Console Mic Clip Item#C-MC	7.51	15.01
4.00	EACH	Mic Clip Bracket Mic Clip Brackets Item#C-MCB	9.56	38.23
2.00	EACH	Internal Cup Holders CON, ACSY, CUPHLDER, IM, 4MS, DUAL Item#C-CUP2-I	28.68	57.35
2.00	EACH	Polycarbonate, Extended Metal Window (Includes Recessed Panel & Pair of Bucket Seat Extension Panels) 1/2 poly 1/2 expanded metal window with window recess panel Item#PSSP3612INT13A	526.13	1,052.26
2.00	EACH	Single T-Rail Mount Universal, Handcuff Key Override Single Universal Gun Mount with Hand Cuff Key Item#GK10271UHKSS	236.20	472.40
2.00	EACH	Pb450L4 - Whelen Ion Setina PB450L for a 2012 Ford Interceptor Sedan Item#BK2007ITS12	623.31	1,246.62
1.00	EACH	Stalker Dual SI Radar #200-0808-05 Dual-SL Counting Unit Item#200-0808-05	2,647.04	2,647.04
1.00	EACH	Pannin Re-Enforcer Body Camera Package includes: x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses Item#PT-REENFORCE	1,695.00	1,695.00
48.00	HRS	Installation	50.00	2,400.00
1.00	EACH	Shipping & Handling	1,386.00	1,386.00
		Account No ____ ____ ____ _	Encumbrance	
		5-1304-421-00-294-014-0-752	19,887.56	
			Freight	.00
			Total	19,887.56
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Cont. 1

#2

#2 #1 #4

Authorized By: _____

Req# 270099

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37969

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S. Highway 281 Edinburg Tx 78539

P.O. No.	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total	
		2015 FORD INTERCEPTOR SEDAN **HIDALGO CO CONST. PCT 4 ** units#'s 406 and 407			
2	IX8BRBR	Liberty Ir Lt e 48" B R B R	814 80	1,629 60	#2
4	IWDLR	Liberty Ir Add 1 Long 6L ed Red	88 73	354 92	
4	IWDLB	Liberty Ir Add 1 Long 6L ed Blu	88 73	354 92	
12	IWDLA	Liberty Ir Add 1 Long 6L ed Amb	88 73	1,064 76	
2	TA3	New Two 3 Super-Led" Alley Lights With 15° Horizontal Adjustment	67 20	134 40	
2	TTL12	New Two Long 12 Super-Led" Take Down Lights	209 995	419 99	
2	STPKT76L	STRAP KIT FOR FORD INTERCEPTOR SEDAN	49 88	99 76	
2	CCSRN3	Same As Cesrn3. With Traffic Advisor? Module (Replaces Cesrnta2	810 085	1,620 17	#2
2	SA315B	CENCOM SAPPHIRE SIREN SYSTEM 123Db Speaker Nylon Composite	168 535	337 07	
2	SAK39	SA315P SPEAKER BLACK PLASTIC Ford Taurus 2010-2014 And Police Interceptor 2013-2014	9 715	19 43	
2	I/38I R8	SPEAKER BRACKET INTERCEPTOR SEDAN Ford Taurus 2011-2014 And Police Interceptor 2013-2014 Light Lamp Traffic Advisor With Exterior Flashers	606 90	1 213 80	#2

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37969

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2813 S. Highway 281 Edinburg Tx 78539

P.O. No	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total
2	MBFTHJJ	MIRROR BI-AM SPLIT COLOR ION BLUE RED FOR FORD INTERCEPTOR	203.18	406.36
8	VTX609J	Split Color Red Blue White And Or Amber. With 9' Cable VERTEX SUPER-LED SPLIT RED/BLU **head and tail light ** PRE DRILL	71.93125	575.45
2	C-VS-1508-INSE	**CONSOLE** 2013-2014 Ford Interceptor Sedan Police Vehicle Specific 21" Console 2013 Ford Interceptor Sedan Police Vehicle Specific 23" Console	255.935	511.87
2	C-ARM-103	Armrest For Top Mount, Console, Large Pad CON, ACSY, ARM, EM, LPD, FLP, II-ADJT; Armrest for top mount, console, large pad	67.575	135.15
2	C-MC	Mic Clip CONSOLE MIC CLIP	7.505	15.01
1	C-MCB	Mic Clip Bracket MIC CLIP BRACKETS	9.5575	38.23
2	C-CUP2-L	Internal Cup Holders CON, ACSY, CUPHLDR, IM, IMS, DUAL	28.675	57.35

#2

This Quote is Good for 30 Days

Subtotal	
Sales Tax (8.25%)	
Total	

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Fleet Safety Equipment, Inc.
6525 Goforth St.
Houston, TX 77021

Quote

Date	Estimate #
4/23/2015	37969

Name / Address
Hidalgo County Constables Pct 4 Chief Sanchez 2814 S Highway 281 Edinburg Tx 78539

P.O. No	Terms	Rep	Project
		MR	

Qty	Item	Description	Your Cost	Total	
		CAGES AND PUSH BUMPER			
2	PSSP3612INTT3A	3 Polycarbonate 2 Expanded Metal Window (Includes Recessed Panel And Pair Of Bucket Seat Extension Panels	526.13	1,052.26	#2
2	GK1027IUHKSS	1/2 poly 1/2 expanded metal window with recess panel Single T-Rail Mount Universal Handcuff Key Override SINGLE UNIVERSAL GUN MOUNT WITH HAND CUFF KEY	236.20	472.40	
2	BK2007ITS12	Pb450I T - Whelen Ion SPECINA PB450I FOR A 2012 - FORD INTERCEPTOR SEDAN	623.31	1,246.62	#2
1	200-0808-05	Stalker Dual SI Radar #200-0808-05 DUAL-SL COUNTING UNIT	2,647.04	2,647.04	#1
	PT-RFENFORCE	Pannin Re-Enforcer Body Camera Package includes x2 Pannin Re-Enforcer Body Cameras x1 Pannin Re-Enforcer Mobile Dock x2 Software Licenses		1,695.00	#4
48	INSTALLATION *S & H - F6	Installation of above item(s) at 50.00 a hour Shipping and Handling	50.00 1,386.00	2,400.00 1,386.00	
		buy board 432-13			

This Quote is Good for 30 Days

Subtotal	$19,887.56
Sales Tax (8.25%)	$0.00
Total	$19,887.56

Phone #	Fax #	E-mail	Web Site
866-829-8900	713-842-3045	rumski@fleetsafety.com	www.fleetsafety.com

Shopping Cart for Tanya De lira

BuyBoard Products

Fleet Safety Equipment, Inc.

Description	Part Number	Price	Qty	Total	Contract #	Vendor Ref #
New 48" Single Color, Red, Blue, Amber Or White	IX8****	$814.80	2	$1,629.60	432-13	432-13
Liberty Ii Add 1 Long 6Led Red	IWDLR	$88.73	20	$1,774.60	432-13	432-13
New Two 3 Super-Led? Alley Lights, With 15? Horizontal Adjustment	IA3	$67.20	2	$134.40	432-13	432-13
New Two Long 12 Super-Led? Take Down Lights	ITL12	$210.00	2	$420.00	432-13	432-13
Replacement 1-1/2" Permanent Mounting Kit #7	STPKT#	$49.88	2	$99.76	432-13	432-13
Same As Ccsrn3, With Traffic Advisor? Module (Replaces Ccsrnta2)	CCSRNTA3	$841.05	2	$1,682.10	432-13	432-13
123Db Speaker, Nylon Composite	SA315P	$168.53	2	$337.06	432-13	432-13
Ford Taurus, 2011-2014, And Police Inteceptor, 2013-2014, Eight Lamp Traffic Advisor With Two End Flashers	IZ38LR8	$606.90	2	$1,213.80	432-13	432-13
Ford Taurus, 2011-2014 And Police Interceptor, 2013-2014	MBFT11**	$203.18	2	$406.36	432-13	432-13
Split Color, Red, Blue, White And/Or Amber, With 9' Cable	VTX609#	$71.93	8	$575.44	432-13	432-13
2013-2014 Ford Interceptor Sedan Police Vehicle Specific 21" Console	C-VS-1508-INSE	$255.94	2	$511.88	432-13	432-13
Armrest For Top Mount, Console, Large Pad	C-ARM-103	$67.57	2	$135.14	432-13	432-13
Mic Clip	C-MC	$7.51	2	$15.02	432-13	432-13
Mic Clip Bracket	C-MCB	$9.56	4	$38.24	432-13	432-13
Internal Cup Holders	C-CUP2-I	$28.67	2	$57.34	432-13	432-13
? Polycarbonate, ? Expanded Metal Window (Includes Recessed Panel And Pair Of Bucket Seat Extension Panels)	PSSP3612INT13A	$526.13	2	$1,052.26	432-13	432-13
Single T-Rail Mount Universal , Handcuff Key Override	GK10271UHKSSCA	$236.21	2	$472.42	432-13	432-13
Pb450L4 - Whelen Ion	BK2007ITS12	$623.31	2	$1,246.62	432-13	432-13
Stalker Dual Sl Radar #200-0808-05	Dual SL	$2,647.04	1	$2,647.04	432-13	432-13
Pannin Re-Enforcer Body Camera: X2 Pannin Re-Enforcer Body Cameras, X1 Pannin Re-Enforcer Mobile Dock, X2 Software Licenses	PT-REENFORCER-PACK	$1,695.00	1	$1,695.00	432-13	432-13

Total for Fleet Safety Equipment, Inc.: $16,144.08

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 021951090

[redacted] FLEET SAFETY EQUIPMENT, INC.			Status:Active
DUNS: 021951090	+4:	CAGE Code: 2J392	DoDAAC:
Expiration Date: Sep 26, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No	
Address: 5090 WILFONG RD City: MEMPHIS ZIP Code: 38134-5641		State/Province: TENNESSEE Country: UNITED STATES	

REVIEWED
By Oscar Garza at 2:13 pm, Apr 17, 2015

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:
labor
- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
Fleet Safety Equipment, Inc [X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Show 25 results

Narrow Results:

Vendor	Description	Pricing Sheet	Price
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Repair/Service of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00
Fleet Safety Equipment, Inc.	Hourly Labor Rate for Installation of Equipment & Systems	N/A	$50.00

Showing 1 to 4 of 4 entries

First Previous 1 Next Last

Additional Searches:

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AI-49559 **Closed Session** **16. C.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1883-15-J; Porfirio Castillo v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 01:55 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Monica Badillo		Started On: 05/01/2015 01:52 PM
Final Approval Date: 05/01/2015		

AI-49495 **Closed Session** **16. D.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Alfaro

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/29/2015 10:34 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/28/2015 09:57 AM
Final Approval Date: 05/01/2015		

AI-49499 **Closed Session** **16. E.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mauricio Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/29/2015 10:34 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/28/2015 01:12 PM
Final Approval Date: 05/01/2015		

AI-49514 **Closed Session** **16. F.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Noel Arenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 09:47 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/29/2015 04:28 PM
Final Approval Date: 05/01/2015		

AI-49538 **Closed Session** **16. G.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rolando Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:53 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/30/2015 03:22 PM
Final Approval Date: 05/01/2015		

AI-49540 **Closed Session** **16. H.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:53 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/30/2015 03:30 PM
Final Approval Date: 05/01/2015		

AI-49560 **Open Session** **18. C.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-1883-15-J; Porfirio Castillo v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/01/2015 01:55 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Monica Badillo		Started On: 05/01/2015 01:54 PM
Final Approval Date: 05/01/2015		

AI-49496 **Open Session** **18. D.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Manuel Alfaro

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/29/2015 10:34 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/28/2015 09:59 AM
Final Approval Date: 05/01/2015		

AI-49500 **Open Session** **18. E.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Mauricio Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/29/2015 10:34 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/28/2015 01:13 PM
Final Approval Date: 05/01/2015		

AI-49515 **Open Session** **18. F.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Noel Arenas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 09:47 AM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/29/2015 04:30 PM
Final Approval Date: 05/01/2015		

AI-49539 **Open Session** **18. G.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rolando Garcia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:53 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/30/2015 03:27 PM
Final Approval Date: 05/01/2015		

AI-49541 **Open Session** **18. H.**

CC - REGULAR

Meeting Date: 05/05/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:53 PM
Purchasing Department	Monica Badillo	05/01/2015 03:24 PM
Form Started By: Aida Alvarez		Started On: 04/30/2015 03:32 PM
Final Approval Date: 05/01/2015		