AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 26, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners Court will be held in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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. **County Judge's Office:**

   A. AI-54194 Proclamation declaring May 2015 as Elder Abuse Prevention Month

   B. AI-53983 Proclamation declaring May 5, 2016 as National Day of Prayer in Hidalgo County

   C. AI-54337 Discussion, consideration and approval of the Hidalgo County Uniform Truancy Policy.

6. **Constables:**

   A. AI-54273 Constable Pct. 2:
   Discussion, consideration and approval to appoint Rogelio Rey Torres and Lenette Renee Valdez as Reserve Deputy Constable by Constable Martin N. Cantu, Constable Precinct 2, in accordance with Texas Local Government Code Section 86.012.

B. AI-54265 Constable Pct. #3:
Local Border Security Program:
1. Approval of Resolution for LBSP 17 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2016 - August 31, 2017)

Equipment for Border Operations - ATV Grant:
2. Approval of Resolution for Equipment for Border Operations - ATV Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2016 - February 28, 2017)

C. AI-54244 Constable Pct. 4 (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2016 Peace Officer Allocation - LEOSE funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2016 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,706.61.

D. AI-54308 Constable Precinct 4:
Discussion, consideration, and approval to appoint Francisco Javier Luevano as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

7. **Executive Office:**

A. AI-54263 Environmental Compliance:
Reporting the submittal of Hidalgo County's Tier 2 Chemical Inventory Report for 2015 to Texas Commission on Environmental Quality and requesting payment of the associated fee of $100.00 based on types and quantities of materials stored by the county.

8. **HIDTA - Task Force:**

A. AI-54270 HIDTA Task Force (1291):
1. Authorization and approval to accept grant agreement for award no. G16SS0002A between Hidalgo County and the Executive Office of the President, Office of National Drug Control Policy in the amount of $685,705.00 for grant period of 01/01/2016 to 12/31/2017.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Approval of certification of revenues as certified by the County Auditor's Office.

4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (Hidalgo County District Attorneys' HIDTA Initiative) in the amount of $685,705.00 for fiscal year 2016.
5. Approval of salary redistribution of funds as per Exhibit A, effective next full pay period 05/02/16.
6. Approval to revise the salary schedules in accordance with Commissioners Court action.

9. **Health & Human Services Department:**

A. AI-54328 Requesting approval to submit budget for Fiscal Year 17 TB State grant contract in the amount of $605,561.00 with a required local match of $121,112.00.

B. AI-54327 1. Requesting approval to submit grant application for Healthy Texas Women Program.
2. Requesting approval for County Judge to sign required forms and documents.

C. **Health Care Funding District:**

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

D. **Indigent Health Care Program:**

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

10. **Fire Marshal's Office:**

A. AI-54301 Requesting approval of Amendment to the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1. City of Donna
2. City of Edcouch
3. City of Hidalgo
4. City of La Villa
5. City of Mission
6. City of Palmview
7. City of Edinburg
8. City of San Juan

9. City of Sullivan

11. **Urban County:**

A. AI-54332 Presentation regarding the 2016 Urban County Leadership Conference, which was held Thursday, April 14 through Saturday, April 18, 2016.

B. AI-54347 Urban County Program on behalf of City of Alton is requesting authority to purchase bunker gear through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (Buyboard Contract # 432-13) in the amount of $10,062.60 (quote attached hereto). There are no shipping fees. City of Alton UCP Year 28 (2015) Fire Station Equipment funds will be utilized along with City General Funds.

12. **IT Department:**

A. AI-54269 DISTRICT ATTORNEY'S OFFICE
Authorization and approval to change current mobile device number on cell phone assigned to Office Use through the County's membership/participation with CONTRACT DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Current MDN:
Change MDN	Office Use	956-457-2562

13. **Elections Administration:**

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

B. AI-54306 Approval of Full Contract for Election Services between Hidalgo County and the City of Granjeno for their election to be held on May 7, 2016.

C. AI-54313 Approval of Full Contract for Election Services between Hidalgo County and the Mission Consolidated Independent School District for their election to be held on May 7, 2016.

D. AI-54312 Approval of Full Contract for Election Services between Hidalgo County and the Weslaco Independent School District for their election to be held on May 7, 2016.

E. AI-54310 Approval of Full Contract for Election Services between Hidalgo County and the City of Mercedes for their election to be held on May 7, 2016.

14. **Head Start Program:**

A. AI-54314 Approval to Relocate a Two Classroom Portable Building from the San Juan II Head Start Center, 601 Earling Road, San Juan, Texas to the Edinburg IV Head Start Center, 3215 Richardson Road, Edinburg, Texas, to Address Population Needs

B. AI-54304 Discussion/Approval of Budget Amendment

15. **Planning Department:**

A. AI-54290 1. Preliminary Approval
a. RSBR FM 681 Subdivision - Pct. 3 (Sergio & Rosario Saenz) (Moorefield Road & Mile 10 N. Road)
b. Kenyon Vegas Ranches Subdivision- Pct. 4 (Garco, LTD) (Kenyon Road &Mile 19 N. Road)
c. Ranchitos Escondidos Ph. 2 Subdivision- Pct. 4 (CWL Limited) (Cesar Chavez Road & FM 2812)
d. Tierra De Santa Cruz No. 2 Subdivision- Pct. 4 (Santa Cruz Properties) (Cibolo Road & Brushline Road)
e. San Martin No. 1 Subdivision- Pct. 1 (Tierra Buena Dev., Inc.) (Canton Road & ValVerde Road)
f. San Martin No. 2 Subdivision- Pct. 1 (Tierra Buena Dev. Inc.) (Canton Road & ValVerde Road)
g. Lantana Acres No. 8 Subdivision- Pct. 1 (The Three Grandes, LTD) (Mile 22 ½ N. Road & Engleman Gardens Road)

2. Final Approval
a. RSBR FM 2128 Subdivision- Pct. 4 (Leticia A. Alamia-O'Neill) (Richardson Road & Alamo Road)
b. Caledonia Estates Ph. 2 Subdivision- Pct. 4 (Ricardo R. Salinas Jr.) (Curry Road & Cesar Chavez Road)
c. Amended Plat for Lot 1 & Lot 2 Ortiz & Resendez Subdivision- Pct. 4 (Miriam Gonzalez) (Curve Road & Cesar Chavez Road)

3. Reimbursements of Financial Guarantee
a. Anali Subdivision- Pct. 3

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

A. AI-54299 Proclamation in Honor of the Progreso High School Red Ants Soccer Team

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

A. AI-54307 Appointment of member to the Hidalgo County Housing Authority

18. **Budget & Management:**

A. AI-54350 Approval to rescind action on the following Agenda Items:

CCT DATE	AI NO.	REASON
01/19/2016	52911-REGULAR	TRANSFER NEVER ATTACHED
03/07/2016	53670-CONSENT	INSUFFICIENT FUNDS/NO LONGER NEEDED
03/07/2016	53659-CONSENT	USE NOT PERMITTED; FUNDED THROUGH GF INSTEAD

B. AI-54326 Consideration and approval of Resolution authorizing publication of the County's Notice of Intent to Issue Certificates of Obligation in an amount not to exceed $40,000,000 as authorized under state law for purposes of paying contractual obligations of the County to be incurred for certain projects and to pay for the cost of issuance of the certificates of obligations and making other provisions regarding matters incident thereto.

C. **Budget Appropriations:**

1. AI-54185 Constable Pct. 1 (1100):
A. Approval of Certification of Revenues by County Auditor for Constable Pct.1.
B. Approval of 2016 appropriation of funds for Constable Pct. 1 in the amount of $4,000.00 to fund repair and maintenance service expenditures.

19. **Purchasing Department:**
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-54296 A. Approval for signatory authority for Commissioners or their designees to execute Heavy Equipment Rental Agreements [approved by legal counsel - DA's Office] for the 4 following awarded vendors [CC 04-19-16 AI#54118]:
1. Big D Tractor Company, LLC, dba, Frontera Equipment/Blue Cat Rentals - compliance issues complete
2. Nueces Power Equipment - compliance issues complete
3. Romco Equipment Company - compliance issues complete
4. Tejas Rental - subject to compliance of items required by County and statutes;

B. Approval of Designated Signatories other than Commissioners and/or Executive Officer:
1. Precinct #1: _____;
2. Precinct #2: _____;
3. Precinct #3: _____;
4. Precinct #4: _____;
5. Facilities Management Dept.: Executive Office, Mr. Valde Guerra recommend himself.

2. AI-54293 A. Presentation of scoring grid for the purposes of ranking by Hidalgo County Commissioner Court ["Committee"] of the firms nominated by same at CC meeting of 04-19-16 in connection with engaging professional engineering services for Off-Site Services in connection with the construction of the New Hidalgo County Courthouse for the Roadway & Drainage Improvements associated with the Business 281/SH 107 Intersection affecting construction of said project so as to proceed with the next phase of the process;

Firms Nominated	L & G Engineering	TEDSI Infrastructure	Halff & Associates
Evaluator 1			
Evaluator 2			
Evaluator 3			
Evaluator 4			
Evaluator 5			
Scores			
Ranking			

B. Requesting authority for the Purchasing Dept. [along w/Hon. David D. Peden if so directed or other party] to commence negotiations with the number one ranked firm of: _____ for a professional engineering contract in connection with the Off-Site Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the construction of the New Hidalgo County Courthouse Project

3. AI-53580 Approval of "First Amendment" to Service Contract #C-15-281-10-27 with Elite Transportation the inclusion of "Amended Exhibits "A1-Specifications/Requirements and B1-Bid Page" to the contract for the provision of the "Dead Body Pickup and Transport Services" whereas such revisions were imperative due to certain decedent circumstances as detailed in supporting documentation.

B. **Pct. 1**

1. AI-54317 A. Acceptance and approval of the proposed Professional Engineering Contract #C-16-164-04-26 with Aranda & Associates, Inc. for "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14 ½ from Mile 4 to Mile 6" for Hidalgo County Precinct One, as approved by CC for negotiations on 04/05/16; and

B. Acceptance and approval of the following Work Authorizations No. 1 and 2 amid proposed Contract #C-16-164-04-26 and as pursuant to action to the aforementioned line item with Aranda & Associates, Inc. for the provision of professional engineering services for the "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14½ from Mile 4 to Mile 6" and as funding is being determined.

Work Authorization No. 1-Mile 11 from FM 1015 to Mile 1W: $161,155.00
Work Authorization No. 2-Mile 14½ from Mile 4 to Mile 6: $149,300.00

C. **Pct. 2**

1. AI-54316 Pursuant to an existing Sole Source Declaration [current and unrevoked by CC] approval and authority to execute an AEP Texas Central Company Contribution-Aid-of-Construction Agreement for Electrical Distribution Service as requested by Pct. #2 at the Field Operations Facility located at 4011 S. Veterans Blvd., San Juan, Tx so as to extend electric service behind the facility to power up an oil tank that will be delivered and installed in the next few weeks and subject to compliance with HBs 23

&1295 if and when applicable.

2. AI-54302 Acceptance and award of proposal received from Doggett Machinery Services-Houston, TX. awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #424-13, for the purchase of "ONE (1) New Dynapac CP142 Pneumatic Roller" for $ 74,152.00, to include but not limited to, BuyBoard fee's & delivery for use on proposed Road Improvements within Pct. 2 through Project#2016-191-SGS and subject HB1295 and.or HB23 when and if applicable.

D. **Pct. 3**

1. AI-54158 Authority to advertise with approval of RFB plans and specifications developed and drafted by project engineer: L & G Engineering., for Hidalgo County Precinct No. 3- "La Joya Watershed Improvements - South Detention Basin- **RFB 2016-161-05-25-YZV,** including the re-advertisement of project in the event that no bids are received and/or are rejected and project is still required with a determination by HCCC if Add-Ons A & B will be awarded on phased basis.

20. **Open Forum**

21. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-54284 Claim of Pedro Guillen

D. AI-54286 Claim of Guadalupe Rivera

E. AI-54288 Claim of Ascencion Martinez

F. AI-54309 Hidalgo v Holchemont

22. 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 (subject to compliance with HB1295)

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-54285 Claim of Pedro Guillen

D. AI-54287 Claim of Guadalupe Rivera

E. AI-54289 Claim of Ascencion Martinez

F. AI-54311 Hidalgo v Holchemont

Closed Session:

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

Open Session:

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

26. **Adjourn**

AI-54194

County Judge's Office 5. A.

CC - REGULAR
Meeting Date: 04/26/2016
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	04/14/2016 09:50 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/14/2016 09:22 AM
Final Approval Date: 04/22/2016

PROCLAMATION DECLARING MAY 2016
AS ELDER ABUSE AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Hidalgo County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds. These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, in 2015, there were 78,180 reported cases of elderly and disabled persons abuse in Texas, of which 54,552 were confirmed; 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, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby proclaim the month of May 2016 as Elder Abuse Awareness Month in Hidalgo County, Texas, and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or who have disabilities.

Approved this 26th day of April, 2016.

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-53983

County Judge's Office 5. B.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information
CAPTION
Proclamation declaring May 5, 2016 as National Day of Prayer in Hidalgo County

BACKGROUND

Fiscal Impact

Attachments
proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	03/31/2016 11:28 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 03/31/2016 10:36 AM
Final Approval Date: 04/22/2016

PROCLAMATION DECLARING MAY 5, 2016 AS NATIONAL DAY OF PRAYER IN HIDALGO COUNTY

WHEREAS, the year was 1775 and the early foundations of our great nation were being created and established, it was a day and time of great expectation. An unprecedented period in world history, these early years were ones in which the founding fathers knew well the formidable task that faced them; and

WHEREAS, it came to pass that the Continental Congress asked the colonies to join in prayer as they moved toward forming the greatest democracy the world has ever known; and

WHEREAS, in 1863, President Abraham Lincoln called for a day of "humility, fasting and prayer" embracing our heritage and building on our early foundation, we are asked again this year to join in prayer as a state and nation for the 65th Annual National Day of Prayer, with this year's theme being "Wake Up America;" and

WHEREAS, throughout our history Americans have turned to prayer and reflection, during time of strength and times of difficulty, in moments of joy and moments of despair; seeking comfort, giving thanks, asking for God's guidance and abiding grace; and

WHEREAS, this year's theme came from Isaiah 58:1a "Shout it aloud, do not hold back. Raise your voice like a trumpet." As our nation comes together, let us all pray for unity of hearts and righteousness for this great state, this great nation and all mankind.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby proclaims May 5, 2016 as the National Day of Prayer in the County of Hidalgo.

Dated this 26th day of April, 2016.

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-54337

County Judge's Office 5. C.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For:	Yolanda Chapa, COUNTY JUDGE	Submitted By:	Sandra Deleon, COUNTY JUDGE
Department:	COUNTY JUDGE		

Information

CAPTION

Discussion, consideration and approval of the Hidalgo County Uniform Truancy Policy.

BACKGROUND

Under the legislation, the County Judge and the Mayor of the largest municipality are required to create a committee for the creation and adoption of a Truancy Policy by January 01, 2016 and adopt the Policy no later than May 01, 2016.

Fiscal Impact

Attachments

Legislature

backup

backup

news release

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 03:43 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Sandra Deleon Started On: 04/22/2016 12:49 PM

Final Approval Date: 04/22/2016

AN ACT

relating to court jurisdiction and procedures relating to truancy; establishing judicial donation trust funds; providing criminal penalties; imposing a court cost.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 4.14(g), Code of Criminal Procedure, is amended to read as follows:

(g) A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose, for:

(1) all cases in which either municipality has jurisdiction under Subsection (a); and

(2) cases that arise under Section 821.022, Health and Safety Code[~~, or Section 25.094, Education Code~~].

SECTION 2. Articles 45.0216(f) and (g), Code of Criminal Procedure, are amended to read as follows:

(f) The court shall order the conviction, together with all complaints, verdicts, sentences, and prosecutorial and law enforcement records, and any other documents relating to the offense, expunged from the person's record if the court finds that:

(1) for a person applying for the expunction of a conviction for an offense described by Section 8.07(a)(4) or (5), Penal Code, the person was not convicted of any other offense described by Section 8.07(a)(4) or (5), Penal Code, while the person was a child; and

(2) for a person applying for the expunction of a conviction for an offense described by Section 43.261, Penal Code, the person was not found to have engaged in conduct indicating a need for supervision described by Section 51.03(b)(7) [~~51.03(b)(8)~~], Family Code, while the person was a child.

(g) This article does not apply to any offense otherwise covered by:

(1) Chapter 106, Alcoholic Beverage Code; or

(2) Chapter 161, Health and Safety Code[~~; or~~

[~~(3) Section 25.094, Education Code~~].

SECTION 3. Subchapter B, Chapter 45, Code of Criminal Procedure, is amended by adding Articles 45.0531 and 45.0541 to read as follows:

Art. 45.0531. DISMISSAL OF PARENT CONTRIBUTING TO NONATTENDANCE CHARGE. Notwithstanding any other law, a county, justice, or municipal court, at the court's discretion, may dismiss a charge against a defendant alleging the defendant committed an offense under Section 25.093, Education Code, if the court finds that a dismissal would be in the interest of justice because:

(1) there is a low likelihood of recidivism by the defendant; or

(2) sufficient justification exists for the failure to

attend school.

Art. 45.0541. EXPUNCTION OF FAILURE TO ATTEND SCHOOL RECORDS. (a) In this article, "truancy offense" means an offense committed under the former Section 25.094, Education Code.

(b) An individual who has been convicted of a truancy offense or has had a complaint for a truancy offense dismissed is entitled to have the conviction or complaint and records relating to the conviction or complaint expunged.

(c) Regardless of whether the individual has filed a petition for expunction, the court in which the individual was convicted or a complaint for a truancy offense was filed shall order the conviction, complaints, verdicts, sentences, and other documents relating to the offense, including any documents in the possession of a school district or law enforcement agency, to be expunged from the individual's record. After entry of the order, the individual is released from all disabilities resulting from the conviction or complaint, and the conviction or complaint may not be shown or made known for any purpose.

SECTION 4. Article 45.056(a), Code of Criminal Procedure, as amended by Chapters 1213 (S.B. 1419) and 1407 (S.B. 393), Acts of the 83rd Legislature, Regular Session, 2013, is reenacted and amended to read as follows:

(a) On approval of the commissioners court, city council, school district board of trustees, juvenile board, or other appropriate authority, a county court, justice court, municipal court, school district, juvenile probation department, or other appropriate governmental entity may:

(1) employ a case manager to provide services in cases involving juvenile offenders who are before a court consistent with the court's statutory powers or referred to a court by a school administrator or designee for misconduct that would otherwise be within the court's statutory powers prior to a case being filed, with the consent of the juvenile and the juvenile's parents or guardians;

(2) employ one or more juvenile case managers who:

(A) shall assist the court in administering the court's juvenile docket and in supervising the court's orders in juvenile cases; and

(B) may provide:

(i) prevention services to a child considered at risk of entering the juvenile justice system; and

(ii) intervention services to juveniles engaged in misconduct before cases are filed, excluding traffic offenses; or

(3) agree in accordance with Chapter 791, Government Code, with any appropriate governmental entity to jointly employ a case manager or to jointly contribute to the costs of a case manager employed by one governmental entity to provide services described by Subdivisions (1) and (2).

SECTION 5. Article 102.014(d), Code of Criminal Procedure, is amended to read as follows:

(d) A person convicted of an offense under Section 25.093 [~~or 25.094~~], Education Code, shall pay as taxable court costs $20 in addition to other taxable court costs. The additional court costs

under this subsection shall be collected in the same manner that other fines and taxable court costs in the case are collected.

SECTION 6. (a) Section 7.111(a), Education Code, as amended by Chapters 339 (H.B. 2058) and 1217 (S.B. 1536), Acts of the 83rd Legislature, Regular Session, 2013, is reenacted to read as follows:

(a) The board shall provide for the administration of high school equivalency examinations.

(b) Section 7.111(a-1), Education Code, is amended to conform to the amendment of Section 7.111(a), Education Code, by Chapter 1217 (S.B. 1536), Acts of the 83rd Legislature, Regular Session, 2013, and is further amended to read as follows:

(a-1) A person who does not have a high school diploma may take the examination in accordance with rules adopted by the board if the person is:

(1) over 17 years of age;

(2) 16 years of age or older and:

(A) is enrolled in a Job Corps training program under the Workforce Investment Act of 1998 (29 U.S.C. Section 2801 et seq.), and its subsequent amendments;

(B) a public agency providing supervision of the person or having custody of the person under a court order recommends that the person take the examination; or

(C) is enrolled in the Texas Military Department's [~~adjutant general's department's~~] Seaborne ChalleNGe Corps; or

(3) required to take the examination under a court

order issued under Section 65.103(a)(3), Family Code.

SECTION 7. Section 25.085, Education Code, is amended by amending Subsections (b), (e), and (f) and adding Subsections (g) and (h) to read as follows:

(b) Unless specifically exempted by Section 25.086, a child who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached the child's 19th [~~18th~~] birthday shall attend school.

(e) A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th [~~18th~~] birthday shall attend school each school day for the entire period the program of instruction is offered. A school district may revoke for the remainder of the school year the enrollment of a person who has more than five absences in a semester that are not excused under Section 25.087, except a school district may not revoke the enrollment of a person under this subsection on a day on which the person is physically present at school. A person whose enrollment is revoked under this subsection may be considered an unauthorized person on school district grounds for purposes of Section 37.107.

(f) The board of trustees of a school district may adopt a policy requiring a person described by Subsection (e) who is under 21 years of age to attend school until the end of the school year. Section 65.003(a), Family Code, does not apply [~~25.094 applies~~] to a person subject to a policy adopted under this subsection. Sections 25.093 and 25.095 do not apply to the parent of a person subject to a policy adopted under this subsection.

(g) After the third unexcused absence of a person described

by Subsection (e), a school district shall issue a warning letter to the person that states the person's enrollment may be revoked for the remainder of the school year if the person has more than five unexcused absences in a semester.

(h) As an alternative to revoking a person's enrollment under Subsection (e), a school district may impose a behavior improvement plan described by Section 25.0915(a-1)(1).

SECTION 8. Sections 25.091(a) and (b), Education Code, are amended to read as follows:

(a) A peace officer serving as an attendance officer has the following powers and duties concerning enforcement of compulsory school attendance requirements:

(1) to investigate each case of a violation of compulsory school attendance requirements referred to the peace officer;

(2) to enforce compulsory school attendance requirements by:

(A) applying truancy prevention measures adopted under Section 25.0915 to the student; and

(B) if the truancy prevention measures fail to meaningfully address the student's conduct:

(i) referring the student to a truancy court [~~juvenile court or filing a complaint against the student in a county, justice, or municipal court~~] if the student has unexcused absences for the amount of time specified under Section 65.003(a) [~~25.094 or under Section 51.03(b)(2)~~], Family Code; or

(ii) filing a complaint in a county,

justice, or municipal court against a parent who violates Section 25.093;

(3) to serve court-ordered legal process;

(4) to review school attendance records for compliance by each student investigated by the officer;

(5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; and

(6) to make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that a peace officer may not enter a residence without the permission of the parent of a student required under this subchapter to attend school or of the tenant or owner of the residence except to lawfully serve court-ordered legal process on the parent[~~, and~~

[~~(7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process~~].

(b) An attendance officer employed by a school district who is not commissioned as a peace officer has the following powers and duties with respect to enforcement of compulsory school attendance requirements:

(1) to investigate each case of a violation of the compulsory school attendance requirements referred to the attendance officer;

(2) to enforce compulsory school attendance requirements by:

(A) applying truancy prevention measures adopted under Section 25.0915 to the student; and

(B) if the truancy prevention measures fail to meaningfully address the student's conduct:

(i) referring the student to a truancy court [~~juvenile court or filing a complaint against the student in a county, justice, or municipal court~~] if the student has unexcused absences for the amount of time specified under Section 65.003(a) [~~25.094 or under Section 51.03(b)(2)~~], Family Code; and

(ii) filing a complaint in a county, justice, or municipal court against a parent who violates Section 25.093;

(3) to monitor school attendance compliance by each student investigated by the officer;

(4) to maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record;

(5) to make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that the attendance officer may not enter a residence without permission of the parent or of the owner or tenant of the residence; and

(6) at the request of a parent, to escort a student

from any location to a school campus to ensure the student's compliance with compulsory school attendance requirements[~~, and~~

[~~(7) if the attendance officer has or is informed of a court-ordered legal process directing that a student be taken into custody and the school district employing the officer does not employ its own police department, to contact the sheriff, constable, or any peace officer to request that the student be taken into custody and processed according to the legal process~~].

SECTION 9. Section 25.0915, Education Code, is amended to read as follows:

Sec. 25.0915. TRUANCY PREVENTION MEASURES[~~, REFERRAL AND FILING REQUIREMENT~~]. (a) A school district shall adopt truancy prevention measures designed to:

(1) address student conduct related to truancy in the school setting before the student engages in conduct described by Section 65.003(a), Family Code; and

(2) minimize the need for referrals to truancy [~~juvenile~~] court for conduct described by Section 65.003(a) [~~51.03(b)(2)~~], Family Code[~~, and~~

[~~(3) minimize the filing of complaints in county, justice, and municipal courts alleging a violation of Section 25.094~~].

(a-1) As a truancy prevention measure under Subsection (a), a school district shall take one or more of the following actions:

(1) impose:

(A) a behavior improvement plan on the student that must be signed by an employee of the school, that the school

district has made a good faith effort to have signed by the student and the student's parent or guardian, and that includes:

(i) a specific description of the behavior that is required or prohibited for the student;

(ii) the period for which the plan will be effective, not to exceed 45 school days after the date the contract becomes effective; or

(iii) the penalties for additional absences, including additional disciplinary action or the referral of the student to a truancy court; or

(B) school-based community service; or

(2) refer the student to counseling, mediation, mentoring, a teen court program, community-based services, or other in-school or out-of-school services aimed at addressing the student's truancy.

(a-2) A referral made under Subsection (a-1)(2) may include participation by the child's parent or guardian if necessary.

(a-3) A school district shall offer additional counseling to a student and may not refer the student to truancy court if the school determines that the student's truancy is the result of:

(1) pregnancy;

(2) being in the state foster program;

(3) homelessness; or

(4) being the principal income earner for the student's family.

(a-4) If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but

does not fail to attend school for the time described by Section 25.0951(a), the school district shall initiate truancy prevention measures under this section on the student.

(b) Each referral to truancy [~~juvenile~~] court for conduct described by Section 65.003(a) [~~51.03(b)(2)~~], Family Code, [~~or complaint filed in county, justice, or municipal court alleging a violation by a student of Section 25.094~~] must:

(1) be accompanied by a statement from the student's school certifying that:

(A) the school applied the truancy prevention measures adopted under Subsection (a) or (a-4) to the student; and

(B) the truancy prevention measures failed to meaningfully address the student's school attendance; and

(2) specify whether the student is eligible for or receives special education services under Subchapter A, Chapter 29.

(c) A truancy court shall dismiss a petition filed by a truant conduct prosecutor under Section 65.054, Family Code, if the court determines that the school district's referral:

(1) does [~~complaint or referral made by a school district under this section that is~~] not comply [~~made in compliance~~] with Subsection (b);

(2) does not satisfy the elements required for truant conduct;

(3) is not timely filed, unless the school district delayed the referral under Section 25.0951(d); or

(4) is otherwise substantively defective.

(d) Except as provided by Subsection (e), a school district

shall employ a truancy prevention facilitator or juvenile case manager to implement the truancy prevention measures required by this section and any other effective truancy prevention measures as determined by the school district or campus. At least annually, the truancy prevention facilitator shall meet to discuss effective truancy prevention measures with a case manager or other individual designated by a truancy court to provide services to students of the school district in truancy cases.

(e) Instead of employing a truancy prevention facilitator, a school district may designate an existing district employee or juvenile case manager to implement the truancy prevention measures required by this section and any other effective truancy prevention measures as determined by the school district or campus.

(f) The agency shall adopt rules:

(1) creating minimum standards for truancy prevention measures adopted by a school district under this section; and

(2) establishing a set of best practices for truancy prevention measures.

(g) The agency shall adopt rules to provide for sanctions for a school district found to be not in compliance with this section.

SECTION 10. Section 25.0916, Education Code, is amended by amending Subsections (a), (c), (f), (h), and (i) and adding Subsection (c-1) to read as follows:

(a) This section applies only to a county with two or more courts hearing truancy cases and two or more school districts[~~:~~

[~~(1) with a population greater than 1.5 million; and~~

[~~(2) that includes at least:~~

[~~(A) 15 school districts with the majority of district territory in the county; and~~

[~~(B) one school district with a student enrollment of 50,000 or more and an annual dropout rate spanning grades 9-12 of at least five percent, computed in accordance with standards and definitions adopted by the National Center for Education Statistics of the United States Department of Education~~].

(c) Unless the county has already adopted a uniform truancy policy under this section, not [~~Not~~] later than January [~~September~~] 1, 2016 [~~2013~~], the county judge or the county judge's designee and the mayor of the municipality in the county with the greatest population or the mayor's designee shall each appoint one member to serve on the committee as a representative of each of the following:

(1) a juvenile [~~district~~] court;

(2) a municipal court;

(3) the office of a justice of the peace;

(4) the superintendent or designee of an independent school district;

(5) an open-enrollment charter school, if one exists in the county;

(6) the office of the prosecutor with original truancy jurisdiction in the county [~~district attorney~~]; and

(7) the general public.

(c-1) In addition to the members listed in Subsection (c), the chief juvenile probation officer or the officer's designee serves on the committee. The county judge or the county judge's

designee and the mayor of the municipality in the county with the greatest population or the mayor's designee may make additional appointments as needed.

(f) Unless a county has already adopted a uniform truancy policy under this section, not [~~Not~~] later than May [~~September~~] 1, 2016 [~~2014~~], the committee shall recommend:

(1) a uniform process for filing truancy cases with truancy courts [~~the judicial system~~];

(2) uniform administrative procedures;

(3) uniform deadlines for processing truancy cases;

(4) a local plan with strategies to address truancy, including effective prevention, intervention, and diversion methods to reduce truancy and referrals to a truancy [~~county, justice, or municipal~~] court;

(5) a system for tracking truancy information and sharing truancy information among school districts, [~~and~~] open-enrollment charter schools, truancy courts, juvenile courts, and juvenile probation departments in the county; and

(6) any changes to statutes or state agency rules the committee determines are necessary to address truancy.

(h) The committee's presiding officer shall issue a report not later than December 1, 2017 [~~2015~~], to the county judge and mayor of the municipality with the greatest population in the county on the implementation of the recommendations and compliance with state truancy laws by a school district located in the county.

(i) This section expires January 1, 2018 [~~2016~~].

SECTION 11. Section 25.093, Education Code, is amended by

amending Subsections (a) and (c) and adding Subsection (c-1) to read as follows:

(a) If a warning is issued as required by Section 25.095(a), the parent with criminal negligence fails to require the child to attend school as required by law, and the child has absences for the amount of time specified under Section 65.003(a), Family Code [~~25.094~~], the parent commits an offense.

(c) An offense under Subsection (a) is a [~~Class C~~] misdemeanor, punishable by fine only, in an amount not to exceed:

(1) $100 for a first offense;

(2) $200 for a second offense;

(3) $300 for a third offense;

(4) $400 for a fourth offense; or

(5) $500 for a fifth or subsequent offense.

(c-1) Each day the child remains out of school may constitute a separate offense. Two or more offenses under Subsection (a) may be consolidated and prosecuted in a single action. If the court orders deferred disposition under Article 45.051, Code of Criminal Procedure, the court may require the defendant to provide personal services to a charitable or educational institution as a condition of the deferral.

SECTION 12. Sections 25.095(a), (b), and (c), Education Code, are amended to read as follows:

(a) A school district or open-enrollment charter school shall notify a student's parent in writing at the beginning of the school year that if the student is absent from school on 10 or more days or parts of days within a six-month period in the same school

year [~~or on three or more days or parts of days within a four-week period~~]:

(1) the student's parent is subject to prosecution under Section 25.093; and

(2) the student is subject to [~~prosecution under Section 25.094 or to~~] referral to a truancy [~~juvenile~~] court [~~in a county with a population of less than 100,000~~] for truant conduct under Section 65.003(a), Family Code [~~that violates that section~~].

(b) A school district shall notify a student's parent if the student has been absent from school, without excuse under Section 25.087, on three days or parts of days within a four-week period. The notice must:

(1) inform the parent that:

(A) it is the parent's duty to monitor the student's school attendance and require the student to attend school; and

(B) the student [~~parent~~] is subject to truancy prevention measures [~~prosecution~~] under Section 25.0915 [~~25.093~~]; and

(2) request a conference between school officials and the parent to discuss the absences.

(c) The fact that a parent did not receive a notice under Subsection (a) or (b) does not create a defense [~~to prosecution~~] under Section 25.093 or under Section 65.003(a), Family Code [~~25.094~~].

SECTION 13. Section 25.0951, Education Code, is amended to read as follows:

Sec. 25.0951. SCHOOL DISTRICT COMPLAINT OR REFERRAL FOR FAILURE TO ATTEND SCHOOL. (a) If a student fails to attend school without excuse on 10 or more days or parts of days within a six-month period in the same school year, a school district shall within 10 school days of the student's 10th absence[~~:~~

[~~(1) file a complaint against the student or the student's parent or both in a county, justice, or municipal court for an offense under Section 25.093 or 25.094, as appropriate, or refer the student to a juvenile court in a county with a population of less than 100,000 for conduct that violates Section 25.094; or~~

[~~(2)~~] refer the student to a truancy [~~juvenile~~] court for truant conduct [~~indicating a need for supervision~~] under Section 65.003(a) [~~51.03(b)(2)~~], Family Code.

(b) If a student fails to attend school without excuse as specified by Subsection (a), a school district may file a complaint against the student's parent in a county, justice, or municipal court for an offense under Section 25.093 if the school district provides evidence of the parent's criminal negligence [~~If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described by Subsection (a), the school district may:~~

[~~(1) file a complaint against the student or the student's parent or both in a county, justice, or municipal court for an offense under Section 25.093 or 25.094, as appropriate, or refer the student to a juvenile court in a county with a population of less than 100,000 for conduct that violates Section 25.094; or~~

[~~(2) refer the student to a juvenile court for conduct~~

~~indicating a need for supervision under Section 51.03(b)(2), Family Code~~].

[~~(c)~~] In this subsection [~~section~~], "parent" includes a person standing in parental relation.

(c) [~~(d)~~] A court shall dismiss a complaint [~~or referral~~] made by a school district under Subsection (b) [~~under this section~~] that:

(1) does [~~is~~] not comply [~~made in compliance~~] with this section;

(2) does not allege the elements required for the offense;

(3) is not timely filed, unless the school district delayed the referral under Subsection (d); or

(4) is otherwise substantively defective.

(d) Notwithstanding Subsection (a), a school district may delay a referral of a student for truant conduct, or may choose to not refer a student for truant conduct, if the school district:

(1) is applying truancy prevention measures to the student under Section 25.0915; and

(2) determines that the truancy prevention measures are succeeding and it is in the best interest of the student that a referral be delayed or not be made.

SECTION 14. Section 25.0952, Education Code, is amended to read as follows:

Sec. 25.0952. PROCEDURES APPLICABLE TO PARENT CONTRIBUTING TO NONATTENDANCE OFFENSE [~~SCHOOL ATTENDANCE-RELATED OFFENSES~~]. In a proceeding based on a complaint under Section 25.093 [~~or 25.094~~],

the court shall, except as otherwise provided by this chapter, use the procedures and exercise the powers authorized by Chapter 45, Code of Criminal Procedure.

SECTION 15. Section 29.087(d), Education Code, is amended to read as follows:

(d) A student is eligible to participate in a program authorized by this section if:

(1) the student has been ordered by a court under Section 65.103, Family Code [~~Article 45.054, Code of Criminal Procedure, as added by Chapter 1514, Acts of the 77th Legislature, Regular Session, 2001~~], or by the Texas Juvenile Justice Department [~~Youth Commission~~] to:

(A) participate in a preparatory class for the high school equivalency examination; or

(B) take the high school equivalency examination administered under Section 7.111; or

(2) the following conditions are satisfied:

(A) the student is at least 16 years of age at the beginning of the school year or semester;

(B) the student is a student at risk of dropping out of school, as defined by Section 29.081;

(C) the student and the student's parent or guardian agree in writing to the student's participation;

(D) at least two school years have elapsed since the student first enrolled in ninth grade and the student has accumulated less than one third of the credits required to graduate under the minimum graduation requirements of the district or

school; and

(E) any other conditions specified by the commissioner.

SECTION 16. Section 33.051(2), Education Code, is amended to read as follows:

(2) "Missing child" means a child whose whereabouts are unknown to the legal custodian of the child and:

(A) the circumstances of whose absence indicate that the child did not voluntarily leave the care and control of the custodian and that the taking of the child was not authorized by law; or

(B) the child has engaged in conduct indicating a need for supervision under Section 51.03(b)(2) [~~51.03(b)(3)~~], Family Code.

SECTION 17. Section 51.02(15), Family Code, is amended to read as follows:

(15) "Status offender" means a child who is accused, adjudicated, or convicted for conduct that would not, under state law, be a crime if committed by an adult, including:

(A) [~~truancy under Section 51.03(b)(2);~~

[~~(B)~~] running away from home under Section 51.03(b)(2) [~~51.03(b)(3)~~];

(B) [~~(C)~~] a fineable only offense under Section 51.03(b)(1) transferred to the juvenile court under Section 51.08(b), but only if the conduct constituting the offense would not have been criminal if engaged in by an adult;

[~~(D) failure to attend school under Section~~

~~25.094, Education Code;~~]

(C) [~~(E)~~] a violation of standards of student conduct as described by Section 51.03(b)(4) [~~51.03(b)(5)~~];

(D) [~~(F)~~] a violation of a juvenile curfew ordinance or order;

(E) [~~(G)~~] a violation of a provision of the Alcoholic Beverage Code applicable to minors only; or

(F) [~~(H)~~] a violation of any other fineable only offense under Section 8.07(a)(4) or (5), Penal Code, but only if the conduct constituting the offense would not have been criminal if engaged in by an adult.

SECTION 18. Sections 51.03(a), (b), (e), and (f), Family Code, are amended to read as follows:

(a) Delinquent conduct is:

(1) conduct, other than a traffic offense, that violates a penal law of this state or of the United States punishable by imprisonment or by confinement in jail;

(2) conduct that violates a lawful order of a court under circumstances that would constitute contempt of that court in:

(A) a justice or municipal court; [~~or~~]

(B) a county court for conduct punishable only by a fine; or

(C) a truancy court;

(3) conduct that violates Section 49.04, 49.05, 49.06, 49.07, or 49.08, Penal Code; or

(4) conduct that violates Section 106.041, Alcoholic

Beverage Code, relating to driving under the influence of alcohol by a minor (third or subsequent offense).

(b) Conduct indicating a need for supervision is:

(1) subject to Subsection (f), conduct, other than a traffic offense, that violates:

(A) the penal laws of this state of the grade of misdemeanor that are punishable by fine only; or

(B) the penal ordinances of any political subdivision of this state;

(2) [~~the absence of a child on 10 or more days or parts of days within a six-month period in the same school year or on three or more days or parts of days within a four-week period from school;~~

[~~(3)~~] the voluntary absence of a child from the child's home without the consent of the child's parent or guardian for a substantial length of time or without intent to return;

(3) [~~(4)~~] conduct prohibited by city ordinance or by state law involving the inhalation of the fumes or vapors of paint and other protective coatings or glue and other adhesives and the volatile chemicals itemized in Section 485.001, Health and Safety Code;

(4) [~~(5)~~] an act that violates a school district's previously communicated written standards of student conduct for which the child has been expelled under Section 37.007(c), Education Code;

(5) [~~(6)~~] conduct that violates a reasonable and lawful order of a court entered under Section 264.305;

(6) [~~(7)~~] notwithstanding Subsection (a)(1), conduct described by Section 43.02(a)(1) or (2), Penal Code; or

(7) [~~(8)~~] notwithstanding Subsection (a)(1), conduct that violates Section 43.261, Penal Code.

(e) For the purposes of Subsection (b)(2) [~~(b)(3)~~], "child" does not include a person who is married, divorced, or widowed.

(f) Conduct [~~Except as provided by Subsection (g), conduct~~] described under Subsection (b)(1) does not constitute conduct indicating a need for supervision unless the child has been referred to the juvenile court under Section 51.08(b).

SECTION 19. Section 51.13(e), Family Code, is amended to read as follows:

(e) A finding that a child engaged in conduct indicating a need for supervision as described by Section 51.03(b)(7) [~~51.03(b)(8)~~] is a conviction only for the purposes of Sections 43.261(c) and (d), Penal Code.

SECTION 20. Section 54.0404(a), Family Code, is amended to read as follows:

(a) If a child is found to have engaged in conduct indicating a need for supervision described by Section 51.03(b)(7) [~~51.03(b)(8)~~], the juvenile court may enter an order requiring the child to attend and successfully complete an educational program described by Section 37.218, Education Code, or another equivalent educational program.

SECTION 21. Section 54.05(b), Family Code, is amended to read as follows:

(b) Except for a commitment to the Texas Juvenile Justice

Department or to a post-adjudication secure correctional facility under Section 54.04011[~~, a disposition under Section 54.0402,~~] or a placement on determinate sentence probation under Section 54.04(q), all dispositions automatically terminate when the child reaches the child's 18th birthday.

SECTION 22. Section 58.0022, Family Code, is amended to read as follows:

Sec. 58.0022. FINGERPRINTS OR PHOTOGRAPHS TO IDENTIFY RUNAWAYS. A law enforcement officer who takes a child into custody with probable cause to believe that the child has engaged in conduct indicating a need for supervision as described by Section 51.03(b)(2) [~~51.03(b)(3)~~] and who after reasonable effort is unable to determine the identity of the child, may fingerprint or photograph the child to establish the child's identity. On determination of the child's identity or that the child cannot be identified by the fingerprints or photographs, the law enforcement officer shall immediately destroy all copies of the fingerprint records or photographs of the child.

SECTION 23. Section 58.003(c-3), Family Code, is amended to read as follows:

(c-3) Notwithstanding Subsections (a) and (c) and subject to Subsection (b), a juvenile court, on the court's own motion and without a hearing, shall order the sealing of records concerning a child found to have engaged in conduct indicating a need for supervision described by Section 51.03(b)(6) [~~51.03(b)(7)~~] or taken into custody to determine whether the child engaged in conduct indicating a need for supervision described by Section

51.03(b)(6) [~~51.03(b)(7)~~]. This subsection applies only to records related to conduct indicating a need for supervision described by Section 51.03(b)(6) [~~51.03(b)(7)~~].

SECTION 24. Section 58.106(a), Family Code, is amended to read as follows:

(a) Except as otherwise provided by this section, information contained in the juvenile justice information system is confidential information for the use of the department and may not be disseminated by the department except:

(1) with the permission of the juvenile offender, to military personnel of this state or the United States;

(2) to a person or entity to which the department may grant access to adult criminal history records as provided by Section 411.083, Government Code;

(3) to a juvenile justice agency;

(4) to the Texas Juvenile Justice Department [~~Youth Commission and the Texas Juvenile Probation Commission~~] for analytical purposes;

(5) to the office of independent ombudsman of the Texas Juvenile Justice Department [~~Youth Commission~~]; and

(6) to a county, justice, or municipal court exercising jurisdiction over a juvenile[~~, including a court exercising jurisdiction over a juvenile under Section 54.021~~].

SECTION 25. Section 59.003(a), Family Code, is amended to read as follows:

(a) Subject to Subsection (e), after a child's first commission of delinquent conduct or conduct indicating a need for

supervision, the probation department or prosecuting attorney may, or the juvenile court may, in a disposition hearing under Section 54.04 or a modification hearing under Section 54.05, assign a child one of the following sanction levels according to the child's conduct:

(1) for conduct indicating a need for supervision, other than conduct described in Section 51.03(b)(3) or (4) [~~51.03(b)(4) or (5)~~] or a Class A or B misdemeanor, the sanction level is one;

(2) for conduct indicating a need for supervision under Section 51.03(b)(3) or (4) [~~51.03(b)(4) or (5)~~] or a Class A or B misdemeanor, other than a misdemeanor involving the use or possession of a firearm, or for delinquent conduct under Section 51.03(a)(2), the sanction level is two;

(3) for a misdemeanor involving the use or possession of a firearm or for a state jail felony or a felony of the third degree, the sanction level is three;

(4) for a felony of the second degree, the sanction level is four;

(5) for a felony of the first degree, other than a felony involving the use of a deadly weapon or causing serious bodily injury, the sanction level is five;

(6) for a felony of the first degree involving the use of a deadly weapon or causing serious bodily injury, for an aggravated controlled substance felony, or for a capital felony, the sanction level is six; or

(7) for a felony of the first degree involving the use

of a deadly weapon or causing serious bodily injury, for an aggravated controlled substance felony, or for a capital felony, if the petition has been approved by a grand jury under Section 53.045, or if a petition to transfer the child to criminal court has been filed under Section 54.02, the sanction level is seven.

SECTION 26. Section 61.002(a), Family Code, is amended to read as follows:

(a) Except as provided by Subsection (b), this chapter applies to a proceeding to enter a juvenile court order:

(1) for payment of probation fees under Section 54.061;

(2) for restitution under Sections 54.041(b) and 54.048;

(3) for payment of graffiti eradication fees under Section 54.0461;

(4) for community service under Section 54.044(b);

(5) for payment of costs of court under Section 54.0411 or other provisions of law;

(6) requiring the person to refrain from doing any act injurious to the welfare of the child under Section 54.041(a)(1);

(7) enjoining contact between the person and the child who is the subject of a proceeding under Section 54.041(a)(2);

(8) ordering a person living in the same household with the child to participate in counseling under Section 54.041(a)(3);

(9) [~~requiring a parent or guardian of a child found to be truant to participate in an available program addressing truancy~~

~~under Section 54.041(f);~~

[~~(10)~~] requiring a parent or other eligible person to pay reasonable attorney's fees for representing the child under Section 51.10(e);

(10) [~~(11)~~] requiring the parent or other eligible person to reimburse the county for payments the county has made to an attorney appointed to represent the child under Section 51.10(j);

(11) [~~(12)~~] requiring payment of deferred prosecution supervision fees under Section 53.03(d);

(12) [~~(13)~~] requiring a parent or other eligible person to attend a court hearing under Section 51.115;

(13) [~~(14)~~] requiring a parent or other eligible person to act or refrain from acting to aid the child in complying with conditions of release from detention under Section 54.01(r);

(14) [~~(15)~~] requiring a parent or other eligible person to act or refrain from acting under any law imposing an obligation of action or omission on a parent or other eligible person because of the parent's or person's relation to the child who is the subject of a proceeding under this title;

(15) [~~(16)~~] for payment of fees under Section 54.0462; or

(16) [~~(17)~~] for payment of the cost of attending an educational program under Section 54.0404.

SECTION 27. The Family Code is amended by adding Title 3A to read as follows:

TITLE 3A. TRUANCY COURT PROCEEDINGS

CHAPTER 65. TRUANCY COURT PROCEEDINGS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 65.001. SCOPE AND PURPOSE. (a) This chapter details the procedures and proceedings in cases involving allegations of truant conduct.

(b) The purpose of this chapter is to encourage school attendance by creating simple civil judicial procedures through which children are held accountable for excessive school absences.

(c) The best interest of the child is the primary consideration in adjudicating truant conduct of the child.

Sec. 65.002. DEFINITIONS. In this chapter:

(1) "Child" means a person who is 12 years of age or older and younger than 19 years of age.

(2) "Juvenile court" means a court designated under Section 51.04 to exercise jurisdiction over proceedings under Title 3.

(3) "Qualified telephone interpreter" means a telephone service that employs licensed court interpreters, as defined by Section 157.001, Government Code.

(4) "Truancy court" means a court designated under Section 65.004 to exercise jurisdiction over cases involving allegations of truant conduct.

Sec. 65.003. TRUANT CONDUCT. (a) A child engages in truant conduct if the child is required to attend school under Section 25.085, Education Code, and fails to attend school on 10 or more days or parts of days within a six-month period in the same

school year.

(b) Truant conduct may be prosecuted only as a civil case in a truancy court.

(c) It is an affirmative defense to an allegation of truant conduct that one or more of the absences required to be proven have been excused by a school official or by the court or that one or more of the absences were involuntary, but only if there is an insufficient number of unexcused or voluntary absences remaining to constitute truant conduct. The burden is on the child to show by a preponderance of the evidence that the absence has been or should be excused or that the absence was involuntary. A decision by the court to excuse an absence for purposes of this subsection does not affect the ability of the school district to determine whether to excuse the absence for another purpose.

Sec. 65.004. TRUANCY COURTS; JURISDICTION. (a) The following are designated as truancy courts:

(1) in a county with a population of 1.75 million or more, the constitutional county court;

(2) justice courts; and

(3) municipal courts.

(b) A truancy court has exclusive original jurisdiction over cases involving allegations of truant conduct.

(c) A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a

municipal court in which a truancy case is brought as if the municipal court were located in the municipality in which the case arose.

(d) A truancy court retains jurisdiction over a person, without regard to the age of the person, who was referred to the court under Section 65.051 for engaging in truant conduct before the person's 19th birthday, until final disposition of the case.

Sec. 65.005. COURT SESSIONS. A truancy court is considered to be in session at all times.

Sec. 65.006. VENUE. Venue for a proceeding under this chapter is the county in which the school in which the child is enrolled is located or the county in which the child resides.

Sec. 65.007. RIGHT TO JURY TRIAL. (a) A child alleged to have engaged in truant conduct is entitled to a jury trial.

(b) The number of jurors in a case involving an allegation of truant conduct is six. The state and the child are each entitled to three peremptory challenges.

(c) There is no jury fee for a trial under this chapter.

Sec. 65.008. WAIVER OF RIGHTS. A right granted to a child by this chapter or by the constitution or laws of this state or the United States is waived in proceedings under this chapter if:

(1) the right is one that may be waived;

(2) the child and the child's parent or guardian are informed of the right, understand the right, understand the possible consequences of waiving the right, and understand that waiver of the right is not required;

(3) the child signs the waiver;

(4) the child's parent or guardian signs the waiver; and

(5) the child's attorney signs the waiver, if the child is represented by counsel.

Sec. 65.009. EFFECT OF ADJUDICATION. (a) An adjudication of a child as having engaged in truant conduct is not a conviction of crime. An order of adjudication does not impose any civil disability ordinarily resulting from a conviction or operate to disqualify the child in any civil service application or appointment.

(b) The adjudication of a child as having engaged in truant conduct may not be used in any subsequent court proceedings, other than for the purposes of determining an appropriate remedial action under this chapter or in an appeal under this chapter.

Sec. 65.010. BURDEN OF PROOF. A court or jury may not return a finding that a child has engaged in truant conduct unless the state has proved the conduct beyond a reasonable doubt.

Sec. 65.011. APPLICABLE STATUTES REGARDING DISCOVERY. Discovery in a proceeding under this chapter is governed by Chapter 39, Code of Criminal Procedure, other than Articles 39.14(i) and (j).

Sec. 65.012. PROCEDURAL RULES. The supreme court may promulgate rules of procedure applicable to proceedings under this chapter, including guidelines applicable to the informal disposition of truancy cases.

Sec. 65.013. INTERPRETERS. (a) When on the motion for appointment of an interpreter by a party or on the motion of the

court, in any proceeding under this chapter, the court determines that the child, the child's parent or guardian, or a witness does not understand and speak English, an interpreter must be sworn to interpret for the person. Articles 38.30(a), (b), and (c), Code of Criminal Procedure, apply in a proceeding under this chapter. A qualified telephone interpreter may be sworn to provide interpretation services if an interpreter is not available to appear in person before the court.

(b) In any proceeding under this chapter, if a party notifies the court that the child, the child's parent or guardian, or a witness is deaf, the court shall appoint a qualified interpreter to interpret the proceedings in any language, including sign language, that the deaf person can understand. Articles 38.31(d), (e), (f), and (g), Code of Criminal Procedure, apply in a proceeding under this chapter.

Sec. 65.014. SIGNATURES. Any requirement under this chapter that a document be signed or that a document contain a person's signature, including the signature of a judge or a clerk of the court, is satisfied if the document contains the signature of the person as captured on an electronic device or as a digital signature.

Sec. 65.015. PUBLIC ACCESS TO COURT HEARINGS. (a) Except as provided by Subsection (b), a truancy court shall open a hearing under this chapter to the public unless the court, for good cause shown, determines that the public should be excluded.

(b) The court may prohibit a person from personally attending a hearing if the person is expected to testify at the

hearing and the court determines that the person's testimony would be materially affected if the person hears other testimony at the hearing.

Sec. 65.016. RECORDING OF PROCEEDINGS. (a) The proceedings in a truancy court that is not a court of record may not be recorded.

(b) The proceedings in a truancy court that is a court of record must be recorded by stenographic notes or by electronic, mechanical, or other appropriate means.

Sec. 65.017. JUVENILE CASE MANAGERS. A truancy court may employ a juvenile case manager in accordance with Article 45.056, Code of Criminal Procedure, to provide services to children who have been referred to the truancy court or who are in jeopardy of being referred to the truancy court.

SUBCHAPTER B. INITIAL PROCEDURES

Sec. 65.051. INITIAL REFERRAL TO TRUANCY COURT. When a truancy court receives a referral under Section 25.0915, Education Code, and the court is not required to dismiss the referral under that section, the court shall forward the referral to a truant conduct prosecutor who serves the court.

Sec. 65.052. TRUANT CONDUCT PROSECUTOR. In a justice or municipal court or a constitutional county court that is designated as a truancy court, the attorney who represents the state in criminal matters in that court shall serve as the truant conduct prosecutor.

Sec. 65.053. REVIEW BY PROSECUTOR. (a) The truant conduct prosecutor shall promptly review the facts described in a referral

received under Section 65.051.

(b) The prosecutor may, in the prosecutor's discretion, determine whether to file a petition with the truancy court requesting an adjudication of the child for truant conduct. If the prosecutor decides not to file a petition requesting an adjudication, the prosecutor shall inform the truancy court and the school district of the decision.

(c) The prosecutor may not file a petition for an adjudication of a child for truant conduct if the referral was not made in compliance with Section 25.0915, Education Code.

Sec. 65.054. STATE'S PETITION. (a) A petition for an adjudication of a child for truant conduct initiates an action of the state against a child who has allegedly engaged in truant conduct.

(b) The proceedings shall be styled "In the matter of _____, Child," identifying the child by the child's initials only.

(c) The petition may be on information and belief.

(d) The petition must state:

(1) with reasonable particularity the time, place, and manner of the acts alleged to constitute truant conduct;

(2) the name, age, and residence address, if known, of the child who is the subject of the petition;

(3) the names and residence addresses, if known, of at least one parent, guardian, or custodian of the child and of the child's spouse, if any; and

(4) if the child's parent, guardian, or custodian does

not reside or cannot be found in the state, or if their places of residence are unknown, the name and residence address of any known adult relative residing in the county or, if there is none, the name and residence address of the known adult relative residing nearest to the location of the court.

(e) Filing fees may not be charged for the filing of the state's petition.

Sec. 65.055. LIMITATIONS PERIOD. A petition may not be filed after the 45th day after the date of the last absence giving rise to the act of truant conduct.

Sec. 65.056. HEARING DATE. (a) After the petition has been filed, the truancy court shall set a date and time for an adjudication hearing.

(b) The hearing may not be held on or before the 10th day after the date the petition is filed.

Sec. 65.057. SUMMONS. (a) After setting the date and time of an adjudication hearing, the truancy court shall direct the issuance of a summons to:

(1) the child named in the petition;

(2) the child's parent, guardian, or custodian;

(3) the child's guardian ad litem, if any; and

(4) any other person who appears to the court to be a proper or necessary party to the proceeding.

(b) The summons must require the persons served to appear before the court at the place, date, and time of the adjudication hearing to answer the allegations of the petition. A copy of the petition must accompany the summons. If a person, other than the

child, required to appear under this section fails to attend a hearing, the truancy court may proceed with the hearing.

(c) The truancy court may endorse on the summons an order directing the person having the physical custody or control of the child to bring the child to the hearing.

(d) A party, other than the child, may waive service of summons by written stipulation or by voluntary appearance at the hearing.

Sec. 65.058. SERVICE OF SUMMONS. (a) If a person to be served with a summons is in this state and can be found, the summons shall be served on the person personally or by registered or certified mail, return receipt requested, at least five days before the date of the adjudication hearing.

(b) Service of the summons may be made by any suitable person under the direction of the court.

Sec. 65.059. REPRESENTATION BY ATTORNEY. (a) A child may be represented by an attorney in a case under this chapter. Representation by an attorney is not required.

(b) A child is not entitled to have an attorney appointed to represent the child, but the court may appoint an attorney if the court determines it is in the best interest of the child.

(c) The court may order a child's parent or other responsible person to pay for the cost of an attorney appointed under this section if the court determines that the person has sufficient financial resources.

Sec. 65.060. CHILD'S ANSWER. After the petition has been filed, the child may answer, orally or in writing, the petition at

or before the commencement of the hearing. If the child does not answer, a general denial of the alleged truant conduct is assumed.

Sec. 65.061. GUARDIAN AD LITEM. (a) If a child appears before the truancy court without a parent or guardian, or it appears to the court that the child's parent or guardian is incapable or unwilling to make decisions in the best interest of the child with respect to proceedings under this chapter, the court may appoint a guardian ad litem to protect the interests of the child in the proceedings.

(b) An attorney for a child may also be the child's guardian ad litem. A law enforcement officer, probation officer, or other employee of the truancy court may not be appointed as a guardian ad litem.

(c) The court may order a child's parent or other person responsible to support the child to reimburse the county or municipality for the cost of the guardian ad litem. The court may issue the order only after determining that the parent or other responsible person has sufficient financial resources to offset the cost of the child's guardian ad litem wholly or partly.

Sec. 65.062. ATTENDANCE AT HEARING. (a) The child must be personally present at the adjudication hearing. The truancy court may not proceed with the adjudication hearing in the absence of the child.

(b) A parent or guardian of a child and any court-appointed guardian ad litem of a child is required to attend the adjudication hearing.

(c) Subsection (b) does not apply to:

(1) a person for whom, for good cause shown, the court excuses attendance;

(2) a person who is not a resident of this state; or

(3) a parent of a child for whom a managing conservator has been appointed and the parent is not a conservator of the child.

Sec. 65.063. RIGHT TO REEMPLOYMENT. (a) An employer may not terminate the employment of a permanent employee because the employee is required under Section 65.062(b) to attend a hearing.

(b) Notwithstanding any other law, an employee whose employment is terminated in violation of this section is entitled to return to the same employment that the employee held when notified of the hearing if the employee, as soon as practical after the hearing, gives the employer actual notice that the employee intends to return.

(c) A person who is injured because of a violation of this section is entitled to:

(1) reinstatement to the person's former position;

(2) damages not to exceed an amount equal to six times the amount of monthly compensation received by the person on the date of the hearing; and

(3) reasonable attorney's fees in an amount approved by the court.

(d) It is a defense to an action brought under this section that the employer's circumstances changed while the employee attended the hearing and caused reemployment to be impossible or unreasonable. To establish a defense under this subsection, an employer must prove that the termination of employment was because

of circumstances other than the employee's attendance at the hearing.

Sec. 65.064. SUBPOENA OF WITNESS. A witness may be subpoenaed in accordance with the procedures for the subpoena of a witness under the Code of Criminal Procedure.

Sec. 65.065. CHILD ALLEGED TO BE MENTALLY ILL. (a) A party may make a motion requesting that a petition alleging a child to have engaged in truant conduct be dismissed because the child has a mental illness, as defined by Section 571.003, Health and Safety Code. In response to the motion, the truancy court shall temporarily stay the proceedings to determine whether probable cause exists to believe the child has a mental illness. In making a determination, the court may:

(1) consider the motion, supporting documents, professional statements of counsel, and witness testimony; and

(2) observe the child.

(b) If the court determines that probable cause exists to believe that the child has a mental illness, the court shall dismiss the petition. If the court determines that evidence does not exist to support a finding that the child has a mental illness, the court shall dissolve the stay and continue with the truancy court proceedings.

SUBCHAPTER C. ADJUDICATION HEARING AND REMEDIES

Sec. 65.101. ADJUDICATION HEARING; JUDGMENT. (a) A child may be found to have engaged in truant conduct only after an adjudication hearing conducted in accordance with the provisions of this chapter.

(b) At the beginning of the adjudication hearing, the judge of the truancy court shall explain to the child and the child's parent, guardian, or guardian ad litem:

(1) the allegations made against the child;

(2) the nature and possible consequences of the proceedings;

(3) the child's privilege against self-incrimination;

(4) the child's right to trial and to confrontation of witnesses;

(5) the child's right to representation by an attorney if the child is not already represented; and

(6) the child's right to a jury trial.

(c) Trial is by jury unless jury is waived in accordance with Section 65.008. Jury verdicts under this chapter must be unanimous.

(d) The Texas Rules of Evidence do not apply in a truancy proceeding under this chapter except:

(1) when the judge hearing the case determines that a particular rule of evidence applicable to criminal cases must be followed to ensure that the proceedings are fair to all parties; or

(2) as otherwise provided by this chapter.

(e) A child alleged to have engaged in truant conduct need not be a witness against nor otherwise incriminate himself or herself. An extrajudicial statement of the child that was obtained in violation of the constitution of this state or the United States may not be used in an adjudication hearing. A statement made by the child out of court is insufficient to support a finding of truant

conduct unless it is corroborated wholly or partly by other evidence.

(f) At the conclusion of the adjudication hearing, the court or jury shall find whether the child has engaged in truant conduct. The finding must be based on competent evidence admitted at the hearing. The child shall be presumed to have not engaged in truant conduct and no finding that a child has engaged in truant conduct may be returned unless the state has proved the conduct beyond a reasonable doubt. In all jury cases the jury will be instructed that the burden is on the state to prove that a child has engaged in truant conduct beyond a reasonable doubt.

(g) If the court or jury finds that the child did not engage in truant conduct, the court shall dismiss the case with prejudice.

(h) If the court or jury finds that the child did engage in truant conduct, the court shall proceed to issue a judgment finding the child has engaged in truant conduct and order the remedies the court finds appropriate under Section 65.103. The jury is not involved in ordering remedies for a child who has been adjudicated as having engaged in truant conduct.

Sec. 65.102. REMEDIAL ACTIONS. (a) The truancy court shall determine and order appropriate remedial actions in regard to a child who has been found to have engaged in truant conduct.

(b) The truancy court shall orally pronounce the court's remedial actions in the child's presence and enter those actions in a written order.

(c) After pronouncing the court's remedial actions, the court shall advise the child and the child's parent, guardian, or

guardian ad litem of:

(1) the child's right to appeal, as detailed in Subchapter D; and

(2) the procedures for the sealing of the child's records under Section 65.201.

Sec. 65.103. REMEDIAL ORDER. (a) A truancy court may enter a remedial order requiring a child who has been found to have engaged in truant conduct to:

(1) attend school without unexcused absences;

(2) attend a preparatory class for the high school equivalency examination administered under Section 7.111, Education Code, if the court determines that the individual is unlikely to do well in a formal classroom environment due to the individual's age;

(3) if the child is at least 16 years of age, take the high school equivalency examination administered under Section 7.111, Education Code, if that is in the best interest of the child;

(4) attend a nonprofit, community-based special program that the court determines to be in the best interest of the child, including:

(A) an alcohol and drug abuse program;

(B) a rehabilitation program;

(C) a counseling program, including a self-improvement program;

(D) a program that provides training in self-esteem and leadership;

(E) a work and job skills training program;

(F) a program that provides training in parenting, including parental responsibility;

(G) a program that provides training in manners;

(H) a program that provides training in violence avoidance;

(I) a program that provides sensitivity training; and

(J) a program that provides training in advocacy and mentoring;

(5) complete not more than 50 hours of community service on a project acceptable to the court; and

(6) participate for a specified number of hours in a tutorial program covering the academic subjects in which the child is enrolled that are provided by the school the child attends.

(b) A truancy court may not order a child who has been found to have engaged in truant conduct to:

(1) attend a juvenile justice alternative education program, a boot camp, or a for-profit truancy class; or

(2) perform more than 16 hours of community service per week under this section.

(c) In addition to any other order authorized by this section, a truancy court may order the Department of Public Safety to suspend the driver's license or permit of a child who has been found to have engaged in truant conduct. If the child does not have a driver's license or permit, the court may order the Department of Public Safety to deny the issuance of a license or permit to the child. The period of the license or permit suspension or the order

that the issuance of a license or permit be denied may not extend beyond the maximum time period that a remedial order is effective as provided by Section 65.104.

Sec. 65.104. MAXIMUM TIME REMEDIAL ORDER IS EFFECTIVE. A truancy court's remedial order under Section 65.103 is effective until the later of:

(1) the date specified by the court in the order, which may not be later than the 180th day after the date the order is entered; or

(2) the last day of the school year in which the order was entered.

Sec. 65.105. ORDERS AFFECTING PARENTS AND OTHERS. (a) If a child has been found to have engaged in truant conduct, the truancy court may:

(1) order the child and the child's parent to attend a class for students at risk of dropping out of school that is designed for both the child and the child's parent;

(2) order any person found by the court to have, by a wilful act or omission, contributed to, caused, or encouraged the child's truant conduct to do any act that the court determines to be reasonable and necessary for the welfare of the child or to refrain from doing any act that the court determines to be injurious to the child's welfare;

(3) enjoin all contact between the child and a person who is found to be a contributing cause of the child's truant conduct, unless that person is related to the child within the third degree by consanguinity or affinity, in which case the court may

contact the Department of Family and Protective Services, if necessary;

(4) after notice to, and a hearing with, all persons affected, order any person living in the same household with the child to participate in social or psychological counseling to assist in the child's rehabilitation;

(5) order the child's parent or other person responsible for the child's support to pay all or part of the reasonable costs of treatment programs in which the child is ordered to participate if the court finds the child's parent or person responsible for the child's support is able to pay the costs;

(6) order the child's parent to attend a program for parents of students with unexcused absences that provides instruction designed to assist those parents in identifying problems that contribute to the child's unexcused absences and in developing strategies for resolving those problems; and

(7) order the child's parent to perform not more than 50 hours of community service with the child.

(b) A person subject to an order proposed under Subsection (a) is entitled to a hearing before the order is entered by the court.

(c) On a finding by the court that a child's parents have made a reasonable good faith effort to prevent the child from engaging in truant conduct and that, despite the parents' efforts, the child continues to engage in truant conduct, the court shall waive any requirement for community service that may be imposed on a parent under this section.

Sec. 65.106. LIABILITY FOR CLAIMS ARISING FROM COMMUNITY SERVICE. (a) A municipality or county that establishes a program to assist children and their parents in rendering community service under this subchapter may purchase an insurance policy protecting the municipality or county against a claim brought by a person other than the child or the child's parent for a cause of action that arises from an act of the child or parent while rendering the community service. The municipality or county is not liable for the claim to the extent that damages are recoverable under a contract of insurance or under a plan of self-insurance authorized by statute.

(b) The liability of the municipality or county for a claim that arises from an action of the child or the child's parent while rendering community service may not exceed $100,000 to a single person and $300,000 for a single occurrence in the case of personal injury or death, and $10,000 for a single occurrence of property damage. Liability may not extend to punitive or exemplary damages.

(c) This section does not waive a defense, immunity, or jurisdictional bar available to the municipality or county or its officers or employees, nor shall this section be construed to waive, repeal, or modify any provision of Chapter 101, Civil Practice and Remedies Code.

Sec. 65.107. COURT COST. (a) If a child is found to have engaged in truant conduct, the truancy court, after giving the child, parent, or other person responsible for the child's support a reasonable opportunity to be heard, shall order the child, parent, or other person, if financially able to do so, to pay a court cost of $50 to the clerk of the court.

(b) The court's order to pay the $50 court cost is not effective unless the order is reduced to writing and signed by the judge. The written order to pay the court cost may be part of the court's order detailing the remedial actions in the case.

(c) The clerk of the court shall keep a record of the court costs collected under this section and shall forward the funds to the county treasurer, municipal treasurer, or person fulfilling the role of a county treasurer or municipal treasurer, as appropriate.

(d) The court costs collected under this section shall be deposited in a special account that can be used only to offset the cost of the operations of the truancy court.

Sec. 65.108. HEARING TO MODIFY REMEDY. (a) A truancy court may hold a hearing to modify any remedy imposed by the court. A remedy may only be modified during the period the order is effective under Section 65.104.

(b) There is no right to a jury at a hearing under this section.

(c) A hearing to modify a remedy imposed by the court shall be held on the petition of the state, the court, or the child and the child's parent, guardian, guardian ad litem, or attorney. Reasonable notice of a hearing to modify disposition shall be given to all parties.

(d) Notwithstanding any other law, in considering a motion to modify a remedy imposed by the court, the truancy court may consider a written report from a school district official or employee, juvenile case manager, or professional consultant in addition to the testimony of witnesses. The court shall provide the

attorney for the child and the prosecuting attorney with access to all written matters to be considered by the court. The court may order counsel not to reveal items to the child or to the child's parent, guardian, or guardian ad litem if the disclosure would materially harm the treatment and rehabilitation of the child or would substantially decrease the likelihood of receiving information from the same or similar sources in the future.

(e) The truancy court shall pronounce in court, in the presence of the child, the court's changes to the remedy, if any. The court shall specifically state the new remedy and the court's reasons for modifying the remedy in a written order. The court shall furnish a copy of the order to the child.

Sec. 65.109. MOTION FOR NEW TRIAL. The order of a truancy court may be challenged by filing a motion for new trial. Rules 505.3(c) and (e), Texas Rules of Civil Procedure, apply to a motion for new trial.

SUBCHAPTER D. APPEAL

Sec. 65.151. RIGHT TO APPEAL. (a) The child, the child's parent or guardian, or the state may appeal any order of a truancy court. A person subject to an order entered under Section 65.105 may appeal that order.

(b) An appeal from a truancy court shall be to a juvenile court. The case must be tried de novo in the juvenile court. This chapter applies to the de novo trial in the juvenile court. On appeal, the judgment of the truancy court is vacated.

(c) A judgment of a juvenile court in a trial conducted under Subsection (b) may be appealed in the same manner as an appeal

under Chapter 56.

Sec. 65.152. GOVERNING LAW. Rule 506, Texas Rules of Civil Procedure, applies to the appeal of an order of a truancy court to a juvenile court in the same manner as the rule applies to an appeal of a judgment of a justice court to a county court, except an appeal bond is not required.

Sec. 65.153. COUNSEL ON APPEAL. (a) A child may be represented by counsel on appeal.

(b) If the child and the child's parent, guardian, or guardian ad litem request an appeal, the attorney who represented the child before the truancy court, if any, shall file a notice of appeal with the court that will hear the appeal and inform that court whether that attorney will handle the appeal.

(c) An appeal serves to vacate the order of the truancy court.

SUBCHAPTER E. RECORDS

Sec. 65.201. SEALING OF RECORDS. (a) A child who has been found to have engaged in truant conduct may apply, on or after the child's 18th birthday, to the truancy court that made the finding to seal the records relating to the allegation and finding of truant conduct held by:

(1) the court;

(2) the truant conduct prosecutor; and

(3) the school district.

(b) The application must include the following information or an explanation of why one or more of the following is not included:

(1) the child's:

(A) full name;

(B) sex;

(C) race or ethnicity;

(D) date of birth;

(E) driver's license or identification card number; and

(F) social security number;

(2) the dates on which the truant conduct was alleged to have occurred; and

(3) if known, the cause number assigned to the petition and the court and county in which the petition was filed.

(c) The truancy court shall order that the records be sealed after determining the child complied with the remedies ordered by the court in the case.

(d) All index references to the records of the truancy court that are ordered sealed shall be deleted not later than the 30th day after the date of the sealing order.

(e) A truancy court, clerk of the court, truant conduct prosecutor, or school district shall reply to a request for information concerning a child's sealed truant conduct case that no record exists with respect to the child.

(f) Inspection of the sealed records may be permitted by an order of the truancy court on the petition of the person who is the subject of the records and only by those persons named in the order.

(g) A person whose records have been sealed under this section is not required in any proceeding or in any application for

employment, information, or licensing to state that the person has been the subject of a proceeding under this chapter. Any statement that the person has never been found to have engaged in truant conduct may not be held against the person in any criminal or civil proceeding.

(h) On or after the fifth anniversary of a child's 16th birthday, on the motion of the child or on the truancy court's own motion, the truancy court may order the destruction of the child's records that have been sealed under this section if the child has not been convicted of a felony.

Sec. 65.202. CONFIDENTIALITY OF RECORDS. Records and files created under this chapter may be disclosed only to:

(1) the judge of the truancy court, the truant conduct prosecutor, and the staff of the judge and prosecutor;

(2) the child or an attorney for the child;

(3) a governmental agency if the disclosure is required or authorized by law;

(4) a person or entity to whom the child is referred for treatment or services if the agency or institution disclosing the information has entered into a written confidentiality agreement with the person or entity regarding the protection of the disclosed information;

(5) the Texas Department of Criminal Justice and the Texas Juvenile Justice Department for the purpose of maintaining statistical records of recidivism and for diagnosis and classification;

(6) the agency; or

(7) with leave of the truancy court, any other person, agency, or institution having a legitimate interest in the proceeding or in the work of the court.

Sec. 65.203. DESTRUCTION OF CERTAIN RECORDS. A truancy court shall order the destruction of records relating to allegations of truant conduct that are held by the court or by the prosecutor if a prosecutor decides not to file a petition for an adjudication of truant conduct after a review of the referral under Section 65.053.

SUBCHAPTER F. ENFORCEMENT OF ORDERS

Sec. 65.251. FAILURE TO OBEY TRUANCY COURT ORDER; CHILD IN CONTEMPT OF COURT. (a) If a child fails to obey an order issued by a truancy court under Section 65.103(a) or a child is in direct contempt of court, the truancy court, after providing notice and an opportunity for a hearing, may hold the child in contempt of court and order either or both of the following:

(1) that the child pay a fine not to exceed $100; or

(2) that the Department of Public Safety suspend the child's driver's license or permit or, if the child does not have a license or permit, order that the Department of Public Safety deny the issuance of a license or permit to the child until the child fully complies with the court's orders.

(b) If a child fails to obey an order issued by a truancy court under Section 65.103(a) or a child is in direct contempt of court and the child has failed to obey an order or has been found in direct contempt of court on two or more previous occasions, the truancy court, after providing notice and an opportunity for a

hearing, may refer the child to the juvenile probation department as a request for truancy intervention, unless the child failed to obey the truancy court order or was in direct contempt of court while 17 years of age or older.

(c) On referral of the child to the juvenile probation department, the truancy court shall provide to the juvenile probation department:

(1) documentation of all truancy prevention measures taken by the originating school district;

(2) documentation of all truancy orders for each of the child's previous truancy referrals, including:

(A) court remedies and documentation of the child's failure to comply with the truancy court's orders, if applicable, demonstrating all interventions that were exhausted by the truancy court; and

(B) documentation describing the child's direct contempt of court, if applicable;

(3) the name, birth date, and last known address of the child and the school in which the child is enrolled; and

(4) the name and last known address of the child's parent or guardian.

(d) The juvenile probation department may, on review of information provided under Subsection (c):

(1) offer further remedies related to the local plan for truancy intervention strategies adopted under Section 25.0916, Education Code; or

(2) refer the child to a juvenile court for a hearing

to be conducted under Section 65.252.

(e) A truancy court may not order the confinement of a child for the child's failure to obey an order of the court issued under Section 65.103(a).

Sec. 65.252. PROCEEDINGS IN JUVENILE COURT. (a) After a referral by the local juvenile probation department, the juvenile court prosecutor shall determine if probable cause exists to believe that the child engaged in direct contempt of court or failed to obey an order of the truancy court under circumstances that would constitute contempt of court. On a finding that probable cause exists, the prosecutor shall determine whether to request an adjudication. Not later than the 20th day after the date the juvenile court receives a request for adjudication from the prosecutor, the juvenile court shall conduct a hearing to determine if the child engaged in conduct that constitutes contempt of the order issued by the truancy court or engaged in direct contempt of court.

(b) If the juvenile court finds that the child engaged in conduct that constitutes contempt of the order issued by the truancy court or direct contempt of court, the juvenile court shall:

(1) enter an order requiring the child to comply with the truancy court's order;

(2) forward a copy of the order to the truancy court within five days; and

(3) admonish the child, orally and in writing, of the consequences of subsequent referrals to the juvenile court,

including:

(A) a possible charge of delinquent conduct for contempt of the truancy court's order or direct contempt of court; and

(B) a possible detention hearing.

(c) If the juvenile court prosecutor finds that probable cause does not exist to believe that the child engaged in direct contempt or in conduct that constitutes contempt of the order issued by the truancy court, or if the juvenile probation department finds that extenuating circumstances caused the original truancy referral, the juvenile court shall enter an order requiring the child's continued compliance with the truancy court's order and notify the truancy court not later than the fifth day after the date the order is entered.

(d) This section does not limit the discretion of a juvenile prosecutor or juvenile court to prosecute a child for conduct under Section 51.03.

Sec. 65.253. PARENT OR OTHER PERSON IN CONTEMPT OF COURT. (a) A truancy court may enforce the following orders by contempt:

(1) an order that a parent of a child, guardian of a child, or any court-appointed guardian ad litem of a child attend an adjudication hearing under Section 65.062(b);

(2) an order requiring a person other than a child to take a particular action under Section 65.105(a);

(3) an order that a child's parent, or other person responsible to support the child, reimburse the municipality or county for the cost of the guardian ad litem appointed for the child

under Section 65.061(c); and

(4) an order that a parent, or person other than the child, pay the $50 court cost under Section 65.107.

(b) A truancy court may find a parent or person other than the child in direct contempt of the court.

(c) The penalty for a finding of contempt under Subsection (a) or (b) is a fine in an amount not to exceed $100.

(d) In addition to the assessment of a fine under Subsection (c), direct contempt of the truancy court by a parent or person other than the child is punishable by:

(1) confinement in jail for a maximum of three days;

(2) a maximum of 40 hours of community service; or

(3) both confinement and community service.

Sec. 65.254. WRIT OF ATTACHMENT. A truancy court may issue a writ of attachment for a person who violates an order entered under Section 65.057(c). The writ of attachment is executed in the same manner as in a criminal proceeding as provided by Chapter 24, Code of Criminal Procedure.

Sec. 65.255. ENTRY OF TRUANCY COURT ORDER AGAINST PARENT OR OTHER ELIGIBLE PERSON. (a) The truancy court shall:

(1) provide notice to a person who is the subject of a proposed truancy court order under Section 65.253; and

(2) provide a sufficient opportunity for the person to be heard regarding the proposed order.

(b) A truancy court order under Section 65.253 must be in writing and a copy promptly furnished to the parent or other eligible person.

(c) The truancy court may require the parent or other eligible person to provide suitable identification to be included in the court's file. Suitable identification includes fingerprints, a driver's license number, a social security number, or similar indicia of identity.

Sec. 65.256. APPEAL. (a) The parent or other eligible person against whom a final truancy court order has been entered under Section 65.253 may appeal as provided by law from judgments entered by a justice court in civil cases.

(b) Rule 506, Texas Rules of Civil Procedure, applies to an appeal under this section, except an appeal bond is not required.

(c) The pendency of an appeal initiated under this section does not abate or otherwise affect the proceedings in the truancy court involving the child.

Sec. 65.257. MOTION FOR ENFORCEMENT. (a) The state may initiate enforcement of a truancy court order under Section 65.253 against a parent or person other than the child by filing a written motion. In ordinary and concise language, the motion must:

(1) identify the provision of the order allegedly violated and sought to be enforced;

(2) state specifically and factually the manner of the person's alleged noncompliance;

(3) state the relief requested; and

(4) contain the signature of the party filing the motion.

(b) The state must allege the particular violation by the person of the truancy court order that the state had a reasonable

basis for believing the person was violating when the motion was filed.

(c) The truancy court may also initiate enforcement of an order under this section on its own motion.

Sec. 65.258. NOTICE AND APPEARANCE. (a) On the filing of a motion for enforcement, the truancy court shall by written notice set the date, time, and place of the hearing and order the person against whom enforcement is sought to appear and respond to the motion.

(b) The notice must be given by personal service or by certified mail, return receipt requested, on or before the 10th day before the date of the hearing on the motion. The notice must include a copy of the motion for enforcement. Personal service must comply with the Code of Criminal Procedure.

(c) If a person moves to strike or specially excepts to the motion for enforcement, the truancy court shall rule on the exception or motion to strike before the court hears evidence on the motion for enforcement. If an exception is sustained, the court shall give the movant an opportunity to replead and continue the hearing to a designated date and time without the requirement of additional service.

(d) If a person who has been personally served with notice to appear at the hearing does not appear, the truancy court may not hold the person in contempt, but may issue a warrant for the arrest of the person.

Sec. 65.259. CONDUCT OF ENFORCEMENT HEARING. (a) The movant must prove beyond a reasonable doubt that the person against

whom enforcement is sought engaged in conduct constituting contempt of a reasonable and lawful court order as alleged in the motion for enforcement.

(b) The person against whom enforcement is sought has a privilege not to be called as a witness or otherwise to incriminate himself or herself.

(c) The truancy court shall conduct the enforcement hearing without a jury.

(d) The truancy court shall include in the court's judgment:

(1) findings for each violation alleged in the motion for enforcement; and

(2) the punishment, if any, to be imposed.

(e) If the person against whom enforcement is sought was not represented by counsel during any previous court proceeding involving a motion for enforcement, the person may, through counsel, raise any defense or affirmative defense to the proceeding that could have been asserted in the previous court proceeding that was not asserted because the person was not represented by counsel.

(f) It is an affirmative defense to enforcement of a truancy court order under Section 65.253 that the court did not provide the parent or other eligible person with due process of law in the proceeding in which the court entered the order.

SECTION 28. Section 264.304(c), Family Code, is amended to read as follows:

(c) The court shall determine that the child is an at-risk child if the court finds that the child has engaged in the following conduct:

(1) conduct, other than a traffic offense and except as provided by Subsection (d), that violates:

(A) the penal laws of this state; or

(B) the penal ordinances of any political subdivision of this state;

(2) the unexcused voluntary absence of the child on 10 or more days or parts of days within a six-month period [~~or three or more days or parts of days within a four-week period~~] from school without the consent of the child's parent, managing conservator, or guardian;

(3) the voluntary absence of the child from the child's home without the consent of the child's parent, managing conservator, or guardian for a substantial length of time or without intent to return;

(4) conduct that violates the laws of this state prohibiting driving while intoxicated or under the influence of intoxicating liquor (first or second offense) or driving while under the influence of any narcotic drug or of any other drug to a degree that renders the child incapable of safely driving a vehicle (first or second offense); or

(5) conduct that evidences a clear and substantial intent to engage in any behavior described by Subdivisions (1)-(4).

SECTION 29. Section 26.045(d), Government Code, is amended to read as follows:

(d) A county court in a county with a population of 1.75 million or more has original jurisdiction over cases alleging a violation of Section 25.093 [~~or 25.094~~], Education Code, or

alleging truant conduct under Section 65.003(a), Family Code.

SECTION 30. Section 29.003(i), Government Code, is amended to read as follows:

(i) A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a case is brought as if the municipal court were located in the municipality in which the case arose, for:

(1) all cases in which either municipality has jurisdiction under Subsection (a); and

(2) cases that arise under Section 821.022, Health and Safety Code, or Section 65.003(a) [~~25.094~~], Family [~~Education~~] Code.

SECTION 31. Subtitle B, Title 2, Government Code, is amended by adding Chapter 36 to read as follows:

CHAPTER 36. JUDICIAL DONATION TRUST FUNDS

Sec. 36.001. ESTABLISHMENT OF TRUST FUNDS. (a) The governing body of a municipality or the commissioners court of a county may establish a judicial donation trust fund as a separate account held outside the municipal or county treasury to be used in accordance with this chapter.

(b) The governing body of a municipality or the commissioners court of a county may accept a gift, grant, donation, or other consideration from a public or private source that is designated for the judicial donation trust fund.

(c) Money received under Subsection (b) shall be deposited in the judicial donation trust fund and may only be disbursed in accordance with this chapter.

(d) Interest and income from the assets of the judicial donation trust fund shall be credited to and deposited in the trust fund.

Sec. 36.002. PROCEDURES AND ELIGIBILITY. The governing body of a municipality or the commissioners court of a county shall:

(1) adopt the procedures necessary to receive and disburse money from the judicial donation trust fund under this chapter; and

(2) establish eligibility requirements for disbursement of money under this chapter to assist needy children or families who appear before a county, justice, or municipal court for a criminal offense or truant conduct, as applicable, by providing money for resources and services that eliminate barriers to school attendance or that seek to prevent criminal behavior.

Sec. 36.003. USE OF FUNDS IN ACCOUNT. (a) The judge of a county, justice, or municipal court, in accordance with Section 36.002, may award money from a judicial donation trust fund established under Section 36.001 to eligible children or families who appear before the court for a truancy or curfew violation or in another misdemeanor offense proceeding before the court.

(b) A judge of a county, justice, or municipal court may order the municipal or county treasurer to issue payment from the judicial donation trust fund for money awarded under this section.

SECTION 32. Section 54.1172(a), Government Code, is amended

to read as follows:

(a) The county judge may appoint one or more part-time or full-time magistrates to hear a matter alleging a violation of Section 25.093 [~~or 25.094~~], Education Code, or alleging truant conduct under Section 65.003(a), Family Code.

SECTION 33. Section 54.1952(a), Government Code, is amended to read as follows:

(a) The county judge may appoint one or more part-time or full-time magistrates to hear a matter alleging a violation of Section 25.093 [~~or 25.094~~], Education Code, or alleging truant conduct under Section 65.003(a), Family Code, referred to the magistrate by a court having jurisdiction over the matter.

SECTION 34. Section 54.1955, Government Code, is amended to read as follows:

Sec. 54.1955. POWERS. (a) Except as limited by an order of the county judge, a magistrate appointed under this subchapter may:

(1) conduct hearings;

(2) hear evidence;

(3) issue summons for the appearance of witnesses;

(4) examine witnesses;

(5) swear witnesses for hearings;

(6) recommend rulings or orders or a judgment in a case;

(7) regulate proceedings in a hearing;

(8) accept a plea of guilty or nolo contendere in a case alleging a violation of Section 25.093 [~~or 25.094~~], Education Code, and assess a fine or court costs or order community service in

satisfaction of a fine or costs in accordance with Article 45.049, Code of Criminal Procedure;

(9) for a violation of Section 25.093, Education Code, enter an order suspending a sentence or deferring a final disposition that includes at least one of the requirements listed in Article 45.051, Code of Criminal Procedure;

(10) for an uncontested adjudication of truant conduct under Section 65.003, Family Code, accept a plea to the petition or a stipulation of evidence, and take any other action authorized under Chapter 65, Family Code; and

(11) perform any act and take any measure necessary and proper for the efficient performance of the duties required by the referral order, including the entry of an order that includes at least one of the remedial options [~~requirements~~] in Section 65.103, Family Code [~~Article 45.054, Code of Criminal Procedure; and~~

[~~(11) if the magistrate finds that a child as defined by Article 45.058, Code of Criminal Procedure, has violated an order under Article 45.054, Code of Criminal Procedure, proceed as authorized by Article 45.050, Code of Criminal Procedure~~].

(b) With respect to an issue of law or fact the ruling on which could result in the dismissal of a prosecution under Section 25.093 [~~or 25.094~~], Education Code, or a case of truant conduct under Section 65.003, Family Code, a magistrate may not rule on the issue but may make findings, conclusions, and recommendations on the issue.

SECTION 35. Section 54.1956, Government Code, is amended to read as follows:

Sec. 54.1956. NOT GUILTY PLEA ENTERED OR DENIAL OF ALLEGED CONDUCT. (a) On entry of a not guilty plea for a violation of Section 25.093, Education Code, the magistrate shall refer the case back to the referring court for all further pretrial proceedings and a full trial on the merits before the court or a jury.

(b) On denial by a child of truant conduct, as defined by Section 65.003(a), Family Code, the magistrate shall refer the case to the appropriate truancy court for adjudication.

SECTION 36. Section 71.0352, Government Code, is amended to read as follows:

Sec. 71.0352. JUVENILE DATA [~~DATE~~]: JUSTICE, MUNICIPAL, AND TRUANCY [~~JUVENILE~~] COURTS. As a component of the official monthly report submitted to the Office of Court Administration of the Texas Judicial System:

(1) a justice court, [~~and~~] municipal court, or truancy court [~~courts~~] shall report the number of cases filed for [~~the following offenses~~]:

(A) truant conduct under Section 65.003(a), Family Code [~~failure to attend school under Section 25.094, Education Code~~];

(B) the offense of parent contributing to nonattendance under Section 25.093, Education Code; and

(C) a violation of a local daytime curfew ordinance adopted under Section 341.905 or 351.903, Local Government Code; and

(2) in cases in which a child fails to obey an order of a justice court, [~~or~~] municipal court, or truancy court under

circumstances that would constitute contempt of court, the justice court, [~~or~~] municipal court, or truancy court shall report the number of incidents in which the child is:

(A) referred to the appropriate juvenile court for delinquent conduct as provided by Article 45.050(c)(1), Code of Criminal Procedure, or [~~and~~] Section 65.251 [~~51.03(a)(2)~~], Family Code; or

(B) held in contempt, fined, or denied driving privileges as provided by Article 45.050(c)(2), Code of Criminal Procedure, or Section 65.251, Family Code.

SECTION 37. Section 102.021, Government Code, is amended to read as follows:

Sec. 102.021. COURT COSTS ON CONVICTION: CODE OF CRIMINAL PROCEDURE. A person convicted of an offense shall pay the following under the Code of Criminal Procedure, in addition to all other costs:

(1) court cost on conviction of any offense, other than a conviction of an offense relating to a pedestrian or the parking of a motor vehicle (Art. 102.0045, Code of Criminal Procedure) . . . $4;

(2) a fee for services of prosecutor (Art. 102.008, Code of Criminal Procedure) . . . $25;

(3) fees for services of peace officer:

(A) issuing a written notice to appear in court for certain violations (Art. 102.011, Code of Criminal Procedure) . . . $5;

(B) executing or processing an issued arrest

warrant, capias, or capias pro fine (Art. 102.011, Code of Criminal Procedure) . . . $50;

(C) summoning a witness (Art. 102.011, Code of Criminal Procedure) . . . $5;

(D) serving a writ not otherwise listed (Art. 102.011, Code of Criminal Procedure) . . . $35;

(E) taking and approving a bond and, if necessary, returning the bond to courthouse (Art. 102.011, Code of Criminal Procedure) . . . $10;

(F) commitment or release (Art. 102.011, Code of Criminal Procedure) . . . $5;

(G) summoning a jury (Art. 102.011, Code of Criminal Procedure) . . . $5;

(H) attendance of a prisoner in habeas corpus case if prisoner has been remanded to custody or held to bail (Art. 102.011, Code of Criminal Procedure) . . . $8 each day;

(I) mileage for certain services performed (Art. 102.011, Code of Criminal Procedure) . . . $0.29 per mile; and

(J) services of a sheriff or constable who serves process and attends examining trial in certain cases (Art. 102.011, Code of Criminal Procedure) . . . not to exceed $5;

(4) services of a peace officer in conveying a witness outside the county (Art. 102.011, Code of Criminal Procedure) . . . $10 per day or part of a day, plus actual necessary travel expenses;

(5) overtime of peace officer for time spent testifying in the trial or traveling to or from testifying in the trial (Art. 102.011, Code of Criminal Procedure) . . . actual cost;

(6) court costs on an offense relating to rules of the road, when offense occurs within a school crossing zone (Art. 102.014, Code of Criminal Procedure) . . . $25;

(7) court costs on an offense of passing a school bus (Art. 102.014, Code of Criminal Procedure) . . . $25;

(8) court costs on an offense of parent contributing to student nonattendance [~~truancy or contributing to truancy~~] (Art. 102.014, Code of Criminal Procedure) . . . $20;

(9) cost for visual recording of intoxication arrest before conviction (Art. 102.018, Code of Criminal Procedure) . . . $15;

(10) cost of certain evaluations (Art. 102.018, Code of Criminal Procedure) . . . actual cost;

(11) additional costs attendant to certain intoxication convictions under Chapter 49, Penal Code, for emergency medical services, trauma facilities, and trauma care systems (Art. 102.0185, Code of Criminal Procedure) . . . $100;

(12) additional costs attendant to certain child sexual assault and related convictions, for child abuse prevention programs (Art. 102.0186, Code of Criminal Procedure) . . . $100;

(13) court cost for DNA testing for certain felonies (Art. 102.020(a)(1), Code of Criminal Procedure) . . . $250;

(14) court cost for DNA testing for the offense of public lewdness or indecent exposure (Art. 102.020(a)(2), Code of Criminal Procedure) . . . $50;

(15) court cost for DNA testing for certain felonies (Art. 102.020(a)(3), Code of Criminal Procedure) . . . $34;

(16) if required by the court, a restitution fee for costs incurred in collecting restitution installments and for the compensation to victims of crime fund (Art. 42.037, Code of Criminal Procedure) . . . $12;

(17) if directed by the justice of the peace or municipal court judge hearing the case, court costs on conviction in a criminal action (Art. 45.041, Code of Criminal Procedure) . . . part or all of the costs as directed by the judge; and

(18) costs attendant to convictions under Chapter 49, Penal Code, and under Chapter 481, Health and Safety Code, to help fund drug court programs established under Chapter 122, 123, 124, or 125, Government Code, or former law (Art. 102.0178, Code of Criminal Procedure) . . . $60.

SECTION 38. Section 103.021, Government Code, is amended to read as follows:

Sec. 103.021. ADDITIONAL FEES AND COSTS IN CRIMINAL OR CIVIL CASES: CODE OF CRIMINAL PROCEDURE. An accused or defendant, or a party to a civil suit, as applicable, shall pay the following fees and costs under the Code of Criminal Procedure if ordered by the court or otherwise required:

(1) a personal bond fee (Art. 17.42, Code of Criminal Procedure) . . . the greater of $20 or three percent of the amount of the bail fixed for the accused;

(2) cost of electronic monitoring as a condition of release on personal bond (Art. 17.43, Code of Criminal Procedure) . . . actual cost;

(3) a fee for verification of and monitoring of motor

vehicle ignition interlock (Art. 17.441, Code of Criminal Procedure) . . . not to exceed $10;

(3-a) costs associated with operating a global positioning monitoring system as a condition of release on bond (Art. 17.49(b)(2), Code of Criminal Procedure) . . . actual costs, subject to a determination of indigency;

(3-b) costs associated with providing a defendant's victim with an electronic receptor device as a condition of the defendant's release on bond (Art. 17.49(b)(3), Code of Criminal Procedure) . . . actual costs, subject to a determination of indigency;

(4) repayment of reward paid by a crime stoppers organization on conviction of a felony (Art. 37.073, Code of Criminal Procedure) . . . amount ordered;

(5) reimbursement to general revenue fund for payments made to victim of an offense as condition of community supervision (Art. 42.12, Code of Criminal Procedure) . . . not to exceed $50 for a misdemeanor offense or $100 for a felony offense;

(6) payment to a crime stoppers organization as condition of community supervision (Art. 42.12, Code of Criminal Procedure) . . . not to exceed $50;

(7) children's advocacy center fee (Art. 42.12, Code of Criminal Procedure) . . . not to exceed $50;

(8) family violence center fee (Art. 42.12, Code of Criminal Procedure) . . . $100;

(9) community supervision fee (Art. 42.12, Code of Criminal Procedure) . . . not less than $25 or more than $60 per

month;

(10) additional community supervision fee for certain offenses (Art. 42.12, Code of Criminal Procedure) . . . $5 per month;

(11) for certain financially able sex offenders as a condition of community supervision, the costs of treatment, specialized supervision, or rehabilitation (Art. 42.12, Code of Criminal Procedure) . . . all or part of the reasonable and necessary costs of the treatment, supervision, or rehabilitation as determined by the judge;

(12) fee for failure to appear for trial in a justice or municipal court if a jury trial is not waived (Art. 45.026, Code of Criminal Procedure) . . . costs incurred for impaneling the jury;

(13) costs of certain testing, assessments, or programs during a deferral period (Art. 45.051, Code of Criminal Procedure) . . . amount ordered;

(14) special expense on dismissal of certain misdemeanor complaints (Art. 45.051, Code of Criminal Procedure) . . . not to exceed amount of fine assessed;

(15) an additional fee:

(A) for a copy of the defendant's driving record to be requested from the Department of Public Safety by the judge (Art. 45.0511(c-1), Code of Criminal Procedure) . . . amount equal to the sum of the fee established by Section 521.048, Transportation Code, and the state electronic Internet portal fee;

(B) as an administrative fee for requesting a

driving safety course or a course under the motorcycle operator training and safety program for certain traffic offenses to cover the cost of administering the article (Art. 45.0511(f)(1), Code of Criminal Procedure) . . . not to exceed $10; or

(C) for requesting a driving safety course or a course under the motorcycle operator training and safety program before the final disposition of the case (Art. 45.0511(f)(2), Code of Criminal Procedure) . . . not to exceed the maximum amount of the fine for the offense committed by the defendant;

(16) a request fee for teen court program (Art. 45.052, Code of Criminal Procedure) . . . $20, if the court ordering the fee is located in the Texas-Louisiana border region, but otherwise not to exceed $10;

(17) a fee to cover costs of required duties of teen court (Art. 45.052, Code of Criminal Procedure) . . . $20, if the court ordering the fee is located in the Texas-Louisiana border region, but otherwise $10;

(18) a mileage fee for officer performing certain services (Art. 102.001, Code of Criminal Procedure) . . . $0.15 per mile;

(19) certified mailing of notice of hearing date (Art. 102.006, Code of Criminal Procedure) . . . $1, plus postage;

(20) certified mailing of certified copies of an order of expunction (Art. 102.006, Code of Criminal Procedure) . . . $2, plus postage;

(20-a) a fee to defray the cost of notifying state agencies of orders of expungement (Art. 45.0216, Code of Criminal

Procedure) . . . $30 per application;

[~~(20-b) a fee to defray the cost of notifying state agencies of orders of expunction (Art. 45.055, Code of Criminal Procedure) . . . $30 per application;~~]

(21) sight orders:

(A) if the face amount of the check or sight order does not exceed $10 (Art. 102.007, Code of Criminal Procedure) . . . not to exceed $10;

(B) if the face amount of the check or sight order is greater than $10 but does not exceed $100 (Art. 102.007, Code of Criminal Procedure) . . . not to exceed $15;

(C) if the face amount of the check or sight order is greater than $100 but does not exceed $300 (Art. 102.007, Code of Criminal Procedure) . . . not to exceed $30;

(D) if the face amount of the check or sight order is greater than $300 but does not exceed $500 (Art. 102.007, Code of Criminal Procedure) . . . not to exceed $50; and

(E) if the face amount of the check or sight order is greater than $500 (Art. 102.007, Code of Criminal Procedure) . . . not to exceed $75;

(22) fees for a pretrial intervention program:

(A) a supervision fee (Art. 102.012(a), Code of Criminal Procedure) . . . $60 a month plus expenses; and

(B) a district attorney, criminal district attorney, or county attorney administrative fee (Art. 102.0121, Code of Criminal Procedure) . . . not to exceed $500;

(23) parking fee violations for child safety fund in

municipalities with populations:

(A) greater than 850,000 (Art. 102.014, Code of Criminal Procedure) . . . not less than $2 and not to exceed $5; and

(B) less than 850,000 (Art. 102.014, Code of Criminal Procedure) . . . not to exceed $5;

(24) an administrative fee for collection of fines, fees, restitution, or other costs (Art. 102.072, Code of Criminal Procedure) . . . not to exceed $2 for each transaction; and

(25) a collection fee, if authorized by the commissioners court of a county or the governing body of a municipality, for certain debts and accounts receivable, including unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid (Art. 103.0031, Code of Criminal Procedure) . . . 30 percent of an amount more than 60 days past due.

SECTION 39. Subchapter B, Chapter 103, Government Code, is amended by adding Section 103.035 to read as follows:

Sec. 103.035. ADDITIONAL COSTS IN TRUANCY CASES: FAMILY CODE. A party to a truancy case in a truancy court shall pay court costs of $50 under Section 65.107, Family Code, if ordered by the truancy court.

SECTION 40. Section 81.032, Local Government Code, is amended to read as follows:

Sec. 81.032. ACCEPTANCE OF DONATIONS AND BEQUESTS. The commissioners court may accept a gift, grant, donation, bequest, or devise of money or other property on behalf of the county, including a donation under Chapter 36, Government Code, for the purpose of performing a function conferred by law on the county or a county

officer.

SECTION 41. The following laws are repealed:

(1) Articles 45.054 and 45.055, Code of Criminal Procedure;

(2) Sections 25.094 and 25.0916(d), Education Code; and

(3) Sections 51.03(d), (e-1), and (g), 51.04(h), 51.08(e), 54.021, 54.0402, 54.041(f) and (g), and 54.05(a-1), Family Code.

SECTION 42. The changes in law made by this Act apply only to an offense committed or conduct that occurs on or after the effective date of this Act. An offense committed or conduct that occurs before the effective date of this Act is governed by the law in effect on the date the offense was committed or the conduct occurred, and the former law is continued in effect for that purpose. For purposes of this section, an offense is committed or conduct occurs before the effective date of this Act if any element of the offense or conduct occurs before that date.

SECTION 43. To the extent of any conflict, this Act prevails over another Act of the 84th Legislature, Regular Session, 2015, relating to nonsubstantive additions to and corrections in enacted codes.

SECTION 44. This Act takes effect September 1, 2015.

President of the Senate

Speaker of the House

I certify that H.B. No. 2398 was passed by the House on May 13, 2015, by the following vote: Yeas 140, Nays 0, 2 present, not voting; that the House refused to concur in Senate amendments to H.B. No. 2398 on May 27, 2015, and requested the appointment of a conference committee to consider the differences between the two houses; and that the House adopted the conference committee report on H.B. No. 2398 on May 30, 2015, by the following vote: Yeas 118, Nays 27, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 2398 was passed by the Senate, with amendments, on May 24, 2015, by the following vote: Yeas 27, Nays 3; at the request of the House, the Senate appointed a conference committee to consider the differences between the two houses; and that the Senate adopted the conference committee report on H.B. No. 2398 on May 30, 2015, by the following vote: Yeas 27, Nays 4.

_____

Secretary of the Senate

APPROVED: _____

Date

_____

Governor

DISTRICT COMPLAINT OR REFERRAL AGAINST STUDENT

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, a district shall within ten school days of the student's tenth absence refer the student to a truancy court for truant conduct under Family Code 65.003(a). [See FEA]

AGAINST PARENT

The district may file a complaint against the student's parent in a county, justice, or municipal court for an offense under Education Code 25.093 if the district provides evidence of the parent's criminal negligence.

A court shall dismiss a complaint made by a district against a parent that does not comply with Education Code 25.0951; does not allege the elements required for the offense; is not timely filed, unless the district delayed the referral as provided below; or is otherwise substantively defective.

DELAYING A REFERRAL

A district may delay a referral of a student for truant conduct, or may choose to not refer a student for truant conduct, if the district:

1. Is applying truancy prevention measures to the student under Education Code 25.0915; and
2. Determines that the truancy prevention measures are succeeding and it is in the best interest of the student that a referral be delayed or not be made.

Education Code 25.0951

REFERRAL PROHIBITED

A district may not refer a student to truancy court if the school determines that the student's truancy is the result of pregnancy, being in the state foster program, homelessness, or being the principal income earner for the student's family. [See TRUANCY PREVENTION MEASURES, below] *Education Code 25.0915(a-3)*

FILING REQUIREMENTS

Each referral to truancy court for conduct described by Family Code 65.003(a) must:

1. Be accompanied by a statement from the student's school certifying that the school applied the truancy prevention measures to the student, and the measures failed to meaningfully address the student's school attendance; and
2. Specify whether the student is eligible for or receives special education services under Education Code Chapter 29, Subchapter A.

A truancy court shall dismiss a petition filed by a truant conduct prosecutor under Family Code 65.054, if the court determines that the district's referral:

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1. Does not comply with the requirement above;
2. Does not satisfy the elements required for truant conduct;
3. Is not timely filed, unless the school district delayed the referral as provided above [see DELAYING A REFERRAL, above]; or
4. Is otherwise substantively defective.

Education Code 25.0915(b), (c)

EXPUNCTION OF RECORDS

An individual who was convicted of a truancy offense under former Education Code 25.094 or has had a complaint for a truancy offense dismissed is entitled to have the conviction or complaint and records relating to the conviction or complaint expunged.

Regardless of whether the individual has filed a petition for expunction, the court in which the individual was convicted or a complaint for a truancy offense was filed shall order the conviction, complaints, verdicts, sentences, and other documents relating to the offense, including any documents in the possession of a district or law enforcement agency, to be expunged from the individual's record. After entry of the order, the individual is released from all disabilities resulting from the conviction or complaint, and the conviction or complaint may not be shown or made known for any purpose.

Code of Crim. Proc. 45.0541

ATTENDANCE OFFICER

A board may select a school attendance officer. A school attendance officer also may be selected by two or more boards to serve their districts jointly. *Education Code 25.088*

In districts where no attendance officer has been selected, the superintendent and the peace officers in a district shall perform the duties of attendance officer, but no additional compensation shall be paid for the services. *Education Code 25.090* [See PEACE OFFICERS, below]

POWERS AND DUTIES

An attendance officer employed by a district who is not commissioned as a peace officer has the following powers and duties with respect to enforcement of compulsory school attendance requirements:

1. To investigate each case of a violation of the compulsory school attendance requirements referred to the attendance officer;
2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Educa-

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tion Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:

a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); and

b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;

3. To monitor school attendance compliance by each student investigated by the officer;

4. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the Commissioner, to provide a record to the individual or entity requesting the record;

5. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that the attendance officer may not enter a residence without permission of the parent or of the owner or tenant of the residence; and

6. At the request of a parent, to escort a student from any location to a school campus to ensure the student's compliance with compulsory school attendance requirements.

Education Code 25.091(b)

PEACE OFFICERS

A peace officer serving as an attendance officer has the following powers and duties concerning enforcement of compulsory school attendance requirements:

1. To investigate each case of a violation of compulsory school attendance requirements referred to the peace officer;

2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Education Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:

a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); or

b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;

3. To serve court-ordered legal process;

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4. To review school attendance records for compliance by each student investigated by the officer;

5. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the Commissioner, to provide a record to the individual or entity requesting the record; and

6. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that a peace officer may not enter a residence without the permission of the parent of a student required to attend school or of the tenant or owner of the residence except to lawfully serve court-ordered legal process on the parent.

A peace officer who has probable cause to believe that a child is in violation of the compulsory attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child's compliance with compulsory attendance requirements.

Education Code 25.091(a), (b-1)

TRUANCY PREVENTION MEASURES

A district shall adopt truancy prevention measures designed to address student conduct related to truancy in the school setting before the student engages in conduct described by Family Code 65.003, and minimize the need for referrals to truancy court for conduct described by Family Code 65.003(a). *Education Code 25.0915(a)*

A district shall take one or more of the following actions as a truancy prevention measure:

1. Impose:

   a. A behavior improvement plan on the student that must be signed by an employee of the school, that the district has made a good faith effort to have signed by the student and the student's parent or guardian, and that includes:

      (1) A specific description of the behavior that is required or prohibited for the student;

      (2) The period for which the plan will be effective, not to exceed 45 school days after the date the contract becomes effective; or

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(3) The penalties for additional absences, including additional disciplinary action or the referral of the student to a truancy court; or

b. School-based community service; or

2. Refer the student to counseling, mediation, mentoring, a teen court program, community-based services, or other in-school or out-of-school services aimed at addressing the student's truancy. A referral may include participation by the child's parent or guardian if necessary.

A school district shall offer additional counseling to a student and may not refer the student to truancy court if the school determines that the student's truancy is the result of:

1. Pregnancy;

2. Being in the state foster program;

3. Homelessness; or

4. Being the principal income earner for the student's family.

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described by Education Code 25.0951(a), the district shall initiate truancy prevention measures on the student.

Education Code 25.0915

TRUANCY PREVENTION FACILITATOR OR JUVENILE CASE MANAGER

A district shall employ a truancy prevention facilitator or juvenile case manager to implement the truancy prevention measures required by Education Code 25.0915 and any other effective truancy prevention measures as determined by the district or campus. At least annually, the truancy prevention facilitator shall meet to discuss effective truancy prevention measures with a case manager or other individual designated by a truancy court to provide services to students of the district in truancy cases.

Instead of employing a truancy prevention facilitator, a school district may designate an existing district employee or juvenile case manager to implement the truancy prevention measures and any other effective truancy prevention measures as determined by the district or campus.

Education Code 25.0915(d), (e)

On approval of the board, a district may employ or agree in accordance with Government Code Chapter 791, with any appropri-

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ate governmental entity to jointly employ or to jointly contribute to the costs of another entity employing:

1. A case manager to provide services in cases involving juvenile offenders who are before a court consistent with the court's statutory powers or referred to a court by a school administrator or designee for misconduct that would otherwise be within the court's statutory powers prior to a case being filed, with the consent of the juvenile and the juvenile's parents or guardians; or

2. One or more juvenile case managers who shall assist the court in administering the court's juvenile docket and in supervising the court's orders in juvenile cases, and may provide prevention services to a child considered at risk of entering the juvenile justice system, and intervention services to juveniles engaged in misconduct before cases are filed, excluding traffic offenses.

FUNDING

A district may apply to the criminal justice division of the governor's office for reimbursements of the costs of employing a juvenile case manager. Pursuant to Code of Criminal Procedure 102.0174, the district may pay the salary and benefits of a juvenile case manager and the costs of training, travel, office supplies, and other necessary expenses relating to the position of the juvenile case manager from the juvenile case manager fund.

RULES

The board of a district that employs a juvenile case manager shall adopt and implement reasonable rules for juvenile case managers that provide a code of ethics, and for the enforcement of the code of ethics; appropriate educational preservice and in-service training standards for juvenile case managers; and training in:

1. The role of the juvenile case manager;
2. Case planning and management;
3. Applicable procedural and substantive law;
4. Courtroom proceedings and presentation;
5. Services to at-risk youth under Family Code Chapter 264, Subchapter D;
6. Local programs and services for juveniles and methods by which juveniles may access those programs and services; and
7. Detecting and preventing abuse, exploitation, and neglect of juveniles.

Code of Criminal Procedure 45.056

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Note: For additional resources regarding truancy, review the following:

TASB Legal Services' article, *Snapshot Truancy Guide for the 2015-2016 School Year*, explains how the truancy laws were revised in the 84th Legislative Session. It is available on e-Source at https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/snapshot_truancy_guide_oct15.pdf.

The Texas Office of Court Administration has published a flowchart showing school district responsibilities regarding truancy following the 84th Legislative Session. It is available at: http://tjcja.org/wp/wp-content/uploads/2015/07/School-flowchart-for-truancy-copy.pdf. A commentary explaining the steps in the flowchart is available at: http://tjcja.org/wp/wp-content/uploads/2015/07/Commentary-School-Responsibilities-Regarding-Truancy-Flowchart-copy.pdf.

[This checklist will assist District administrators in complying with legal requirements and necessary documentation to make a successful truancy referral.]

TRUANCY PREVENTION MEASURES CHECKLIST

[Counties with two or more courts hearing truancy cases and two or more school districts are required to develop uniform truancy policies addressing procedures for truancy cases. If your District is located within one of these counties, coordinate the information below with the uniform procedures in your county.]

Truancy Prevention Facilitator:

For questions about completing the checklist or implementation of truancy prevention measures, please contact the District's truancy prevention facilitator listed below:

Name: _____

Position: _____

Phone number: _____

E-mail: _____

Student Information:

Name: _____

Student's age: _____ (*See provision below for students age 19 or older.*)

Student's grade level: _____

School attended: _____

TRUANCY PREVENTION MEASURES PRIOR TO THIRD ABSENCE

[If the District has implemented any truancy prevention measures for the student prior to the third absence (days or parts of days) without excuse within a four-week period, describe them here along with any effect on attendance.]

On _____ *(date)* after the student's _____ *(e.g., first or second)* absence within a four-week period, the District implemented the following truancy prevention measure: _____

_____

Following application of this truancy prevention measure, the student:

☐ Had continued absences on _____ *(dates)*

REQUIRED ACTIONS AFTER THIRD ABSENCE

The following required actions were taken after the above named student failed to attend school without excuse on three or more days or parts of days within a four-week period:

☐ The student has failed to attend school without an excuse on three or more days or parts of days within a four-week period.

[Attach attendance report.]

The four-week period during which the three absences occurred: _____ *(starting date)* to _____ *(ending date)*.

The dates of the three absences within the four-week period were:

Absence 1: _____

Absence 2: _____

Absence 3: _____

☐ The student's parent or guardian was informed in writing of the student's absences and the parent's or guardian's duty to monitor school attendance and require the student to attend school.

- Date the notice was sent: _____
- Name of the parent or guardian to whom notice was sent:

  _____
- Address to which notice was sent:

  _____

  _____

☐ A meeting was scheduled with school officials and the parent or guardian to discuss the absences.

- Date of the meeting: _____
- Individuals in attendance:

SPECIAL PROVISIONS FOR STUDENTS AGE 19 OR OLDER

If a student who is voluntarily attending school at age 19 or older has failed to attend school without excuse for three or more days or parts of days within a four-week period, the District must send a warning letter stating that the student's enrollment may be revoked if the student has more than five unexcused absences in one semester. The District cannot revoke the enrollment of a student age 19 or older on a day that the student is physically present in school.

[Complete the following information if the student is age 19 or older.]

Date warning letter was sent to the student: _____

Address to which the notice was sent: _____

As an alternative to revoking enrollment after five unexcused absences, the District may create a behavior improvement plan for the student. See below for behavior improvement plan elements.

TRUANCY PREVENTION MEASURES

Note: As required by law, following the third absence (days or parts of days) without excuse within a four-week period, the District must impose a behavior improvement plan, impose school-based community service, or make a written referral for services. The following truancy prevention measures were implemented:

TRUANCY PREVENTION MEASURES: BEHAVIORAL IMPROVEMENT PLAN

The District created a behavior improvement plan for the student signed:

☐ By the parent or guardian on _____ *(date)*

☐ By the student on _____ *(date)*

☐ By _____ *(name and position title)*

on _____ *(date)*

The plan included the following elements:
[Check all that apply.]

☐ A specific description of the behavior with which the student is required to comply or which is prohibited

☐ The effective dates of the plan, which began on _____ *(date)* and ended on _____ *(date–no later than 45 days after the beginning date)*

☐ A description of the penalties for additional absences, including additional disciplinary action or referral to truancy court

[Texas Education Code section 25.0915 requires that at least one of the above elements be included in a behavior improvement plan. Ideally a behavior improvement plan would include all three elements.]

The plan also included the following truancy prevention measures to improve attendance:
[Check all that apply.]

☐ Measurable goals to improve attendance as appropriate based on the student's age and factors contributing to nonattendance (e.g., using an alarm clock, going to bed earlier, arriving at the bus stop on time)

☐ A requirement for regular check-ins with a District employee

☐ A description of any restrictions until the student meets specific attendance goals (e.g., restriction of off-campus lunch privileges)

☐ Other: _____

Following application of the behavior improvement plan, the student:

☐ Had continued absences on _____ *(dates)*

☐ Did not have additional absences for _____ *(days/weeks)*

☐ Had improved attendance as evidenced by _____

[Attach a written behavior improvement plan.]

TRUANCY PREVENTION MEASURES: SCHOOL-BASED COMMUNITY SERVICE

The District implemented a school-based community service plan for the student.

Description of service required:

_____

_____

Date on which the student was scheduled to complete the school-based community service:

_____

[Check one of the following.]

☐ The student completed the school-based community service on _____ *(date).*

☐ The student did not complete the school-based community service.

Following application of the school-based community service plan, the student:

☐ Had continued absences on _____ *(dates)*

☐ Did not have additional absences for _____ *(days/weeks)*

☐ Had improved attendance as evidenced by _____

[Attach a school-based community service plan.]

TRUANCY PREVENTION MEASURES: WRITTEN REFERRAL

The District provided a written referral requiring the student to participate in:

[Check the box next to the appropriate referral type.]

☐ Counseling consisting of _____. Date of written referral: _____

☐ Mediation consisting of _____. Date of written referral: _____

☐ Mentoring consisting of _____. Date of written referral: _____

☐ Teen court consisting of _____. Date of written referral: _____

☐ Community-based service(s) consisting of _____

Date of written referral: _____

☐ Other in-school or out-of-school services consisting of _____

Date of written referral: _____

The student's parent or guardian _____ *(was/was not)* invited to participate in the program to which the student was referred.

Following the application of the above referral measure, the student:

☐ Had continued absences on _____*(dates)*

☐ Did not have additional absences for _____ *(days/weeks)*

☐ Had improved attendance as evidenced by _____

[Attach a written referral.]

If the student is pregnant, in the state foster program, homeless, or the principal income earner for the student's family, the District must offer counseling to the student.

☐ The District has determined that the student's truancy is the result of _____

_____ (*list circumstances*).

A referral for counseling was made on _____(*date*) and consisted of

_____.

[Attach a written referral to counseling.]

OTHER TRUANCY PREVENTION MEASURES

In addition to the truancy prevention measures required by law, the following truancy prevention measures were implemented: *(describe truancy prevention measures):*

_____

Following application of the above truancy prevention measures, the student:

☐ Had continued absences on _____*(dates)*

☐ Did not have additional absences for _____ *(days/weeks)*

☐ Had improved attendance as evidenced by _____

[See the TASB Legal Services truancy materials for additional suggestions regarding school-based programs that can be implemented, available on e-Source at https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/snapshot_truancy_guide_oct15.pdf.]

[Consider referral to truancy court after student has failed to attend school without excuse for ten or more days or parts of days within a six-month period.]

REFERRAL TO TRUANCY COURT

Note: The District may not make a referral to truancy court if the student's absences are the result of pregnancy, being in the state foster program, homelessness, or being the principal income earner for the student's family. The District shall offer additional counseling to the student.

In accordance with law, the District may make a referral to truancy court if a student has failed to attend school without excuse for ten or more days or parts of days within a six-month period in the same school year.

A referral to truancy court must be made within ten days of the student's tenth absence.

[Attach attendance report.]

The six-month period during which the absences occurred: _____ *(starting date)* to _____ *(ending date)*.

Dates of the ten absences within the six-month period:

Absence 1:	Absence 6:
Absence 2:	Absence 7:
Absence 3:	Absence 8:
Absence 4:	Absence 9:
Absence 5:	Absence 10:

☐ The student is between 12 and 18 years old. ***[Referral to truancy court for excessive absences may not be filed on a student voluntarily attending school after his or her 19th birthday.]***

☐ The District has prepared and submitted a statement certifying:

- That the school applied truancy prevention measures (*provide specific information about the truancy prevention measures used*);
- That the truancy prevention measures failed to meaningfully address the student's school attendance (*provide timeline showing continued absences after implementation of truancy prevention measures*); and
- That the student is not eligible for or receiving special education services.

☐ Truancy documentation reviewed by the District's truancy prevention facilitator:

- Name: _____
- Position title: _____
- Signature: _____
- Date: _____

☐ Date truancy referral was submitted to the court: _____

OR

☐ The District has determined that (1) the truancy prevention measures are succeeding, and (2) it is in the best interest of the student not to make, or to delay making, a referral to truancy court.*

- The student's absences will be reevaluated on _____ (*date–suggest reevaluation within ten days from student's tenth absence*).
- During this period, the District will continue to apply the following truancy prevention measures:

  _____

[Attach a copy of truancy prevention measures.]

*In this circumstance, the District can decide to refer the student to truancy court at a later time. However, a prosecutor must file a truancy petition with the truancy court within 45 days of the student's tenth absence, regardless of whether the District makes a later referral. Any period that the District delays the referral is subtracted from the prosecutor's 45-day timeline, thus shortening the time available for the prosecutor to file a petition.

Item 5C

Hidalgo County Uniform Truancy Policy

Proposed to the Hidalgo County Commissioner's Court
April 26, 2016

PROPOSED DRAFT

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Truancy Court Procedures

Step-by-Step Commentary Accompanying
Flowchart for Truancy Court Procedures

Appendix 2:

TASB Policy FED (Legal)

TASB Policy FED (Exhibit)

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House Bill 2398

TASB Legal Services: Snapshot Truancy Guide for the 2015-2016 School Year

Transitioning to Title 3A of the Family Code: Before and After HB2398

Title 3A, Chapter 65, Truancy Court Proceedings

TMCEC Checklist: Chapter 1 – Initial Proceedings

TMCEC Checklist: Chapter 2 – Adjudication Hearing Procedures

TMCEC Checklist: Chapter 3 – Trial Proceedings

SECTION 10: ADDITIONAL RESOURCES

Truancy Reform Overview, original Power Point prepared by former Assistant General Counsel Ted Wood, Office of Court Administration, modified for presentation at the Truancy Reform Seminar held September 17, 2015, Edinburg, Texas.

Texas Municipal Courts Education Center (TMCEC)
http://www.tmcec.com/truancy/

TMCEC Texas Truancy Court Resource Manual
http://www.tmcec.com/truancy/texas-truancy-court-resource-manual/

Texas Municipal Courts Education Center (TMCEC), Frequently asked questions
http://tmcec.com/truancy/truancy-faq/

Texas Justice Court Training Center
http://www.tjctc.org/

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Office of Court Administration
http://www.txcourts.gov/publications-training/training-materials/truancy-reform.aspx

Fiscal Note – HB2398
http://www.legis.state.tx.us/BillLookup/Text.aspx?LegSess=84R&Bill=HB2398

Texas Appleseed, Update from Texas' 84th Legislative Session 2015, HB2398: Truancy Reform, http://www.texasappleseed.net/fact-sheet-hb-2398-truancy-reform

Texas Education Agency, Correspondence to the Administrator Addressed, Legislation Passed by the 84th Texas Legislature Relating to Truancy and On-campus discipline (Aug. 25, 2015) http://tea.texas.gov/About_TEA/News_and_Multimedia/Correspondence/TAA_Letters/Legislation_passed_by_the_84th_Texas_Legislature_relating_to_truancy_and_on-campus_discipline/

PROPOSED DRAFT

INTRODUCTION

Children in Texas are legally obligated to attend school as required by the Compulsory School Attendance law found in Texas Education Code §25.085. Prior to the last legislative session, truancy matters could be handled in two entirely separate ways, with the most common consequence for a child who failed to attend school resulting in a Class C criminal conviction for the offense of Failure to Attend School under former §25.094 of the Texas Education Code. The former process for handling truant conduct has drawn substantial criticism in recent years, with the primary concern being the criminal convictions of children.

Prior to the 84th Legislative Session, former Lieutenant Governor David Dewhurst charged the Texas Legislature's Senate Committee on Jurisprudence to look at removing the offense of failure to attend school from the Texas Education Code.[1] Discussions and testimony, including testimony from TASB Legal Services and Governmental Relations, heard at the Senate committee meeting held on October 14, 2014 yielded a clear message to the members of the Senate Committee on Jurisprudence – decriminalize truancy and do away with the criminal offense of failure to attend school but maintain accountability for students who missed school and for parents who contribute to the excessive absences.[2] Consequently, the 84th legislative session saw numerous bills addressing truancy and the removal of failure to attend school as a criminal offense. At the end of the legislative session, one bill, House Bill 2398, incorporated the majority of the issues legislators and stakeholders wanted to see to address truant conduct, including the removal of the offense of failure to attend school (Texas Education Code §25.094).[3] House Bill 2398, which became effective on September 1, 2015, addresses student attendance, including: compulsory attendance, warning notices, parents contributing to non-attendance, referral to truancy court, processing the student through the judicial system for non-attendance, and school district responsibility for addressing truant conduct.[4]

After a series of meetings and subcommittee meetings held by the Hidalgo County Truancy Committee, the Hidalgo County Uniform Truancy Policy (hereinafter sometimes referred to as "the Policy") was drafted by Maxine Longoria Nash, Chief Assistant Criminal Prosecutor – Juvenile/Civil Division, Hidalgo County Criminal District Attorney's Office, in collaboration with Hidalgo County Chief of Staff Yolanda Chapa, Assistant Chief Administrator Erika Reyna-Velazquez, Executive Assistant Mari Lumbreras and Administrative Assistant Brandy R. Salinas.

These materials set out the recommendations of the Hidalgo County Truancy Committee for the adoption of the Hidalgo County Uniform Truancy Policy. This packet contains forms, procedures and reference materials to assist in the implementation of the Policy adopted by Hidalgo County. For purposes of compliance with Education Code §25.0916, it is recommended that all school districts, open-enrollment charter schools, and Truancy Courts within Hidalgo County adopt the procedures and forms set out in this Policy. These procedures and forms may be modified or revised by the Hidalgo County Truancy Committee, as necessary, to maintain compliance with the mandates of HB2398 and future legislation. All stakeholders will be kept informed of any

[1] Tex. S. Jurisprudence Comm. Committee Overview, 83rd Leg., R.S. (2013). Legislative Reference Library of Texas, *available online at* http://www.lrl.state.tx.us/committees/cmtesDisplay.cfm?cmteID=11454&session=83-0&from=session&passsearchparams=session=83**chamber=S&from=session#

[2] *Student Discipline and Truancy*, 2016 Winter Governance and Legal Seminar, February 25-27, 2016, Presented by Sarah Orman, Senior Attorney, Texas Association of School Boards Legal Services, pg. 2-3.

[3] Id at 3.

[4] Id.

and all future revisions to this Policy as those revisions are adopted by the Hidalgo County Truancy Committee.

The information contained in this packet sets out some of the changes to the Education Code and Family Code as mandated by HB2398. These materials are intended to facilitate a general understanding of the law and are not intended to address all legal or procedural issues raised by the legislative changes. Governmental entities, school districts and open-enrollment charter schools are advised to discuss the Hidalgo County Uniform Truancy with their own legal counsel and to consult with them for advice regarding application of the changes implemented by HB2398.

Questions regarding the Hidalgo County Uniform Truancy Policy can be directed to the following:

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Hidalgo County Chief of Staff
Hidalgo County Judge's Office
100 East Cano, 2nd Floor
Edinburg, Texas 78539
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Maxine Longoria Nash
Chief Assistant Criminal District Attorney
Juvenile/Civil Division
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Edinburg, Texas 78539
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PROPOSED DRAFT

SECTION 1: DECRIMINALIZATION OF TRUANCY

House Bill 2398

"The Texas compulsory school attendance law will be 100 years old next year. To understand the significance of H.B. 2398 requires understanding the history surrounding school attendance. 'School attendance was made compulsory in Texas in 1916 and required children between eight and fourteen years of age to attend public school for 60 days during the school year, 80 days the following year, and 100 days each year thereafter. Parents (or persons acting in the parental role) were responsible for ensuring that children complied, and children who declined to attend school could be adjudicated by a juvenile court as habitual truants.' Elizabeth A. Angelone, *The Texas Two Step: The Criminalization of Truancy Under the "Failure to Attend" Statute"*, 13 SCHOLAR 433, 447-448 (2011). Although Texas in 1993 became one of only two states in the United States to criminalize non-attendance (i.e., Section 25.094, Education Code - Failure to Attend School), truancy remained a civil matter, handled as conduct indicating a need for supervision (CINS) under Section 51.03(b)(2) of the Family Code. Despite the fact that juvenile courts have jurisdiction over CINS petitions alleging truancy, increasingly few CINS cases are actually adjudicated in juvenile court. Due to cost and efficiency, criminal adjudication of Failure to Attend School has all but usurped CINS petitions alleging truancy. The trend favoring criminal prosecution over the last two decades has begged a fundamental question: why should children in Texas be prosecuted for behavior that for most of our state's history was neither a crime nor something the public believed should consume limited judicial resources?

Eight pieces of legislation aimed at changing the enforcement of Texas' compulsory school attendance laws were introduced in the 84th Legislative Session. Most of these bills aimed to refine laws on the books. One sought to have municipal and justice courts handle school attendance in the same manner as a juvenile court (i.e., as conduct indicating need for supervision under Title 3 of the Family Code). None of them passed. It was not until nearly halfway through session that preparations began for drafting legislation that would not only end the "criminalization of truancy" but also creates an entirely new and unique type of court and set of procedures to handle school attendance cases involving children. The legislation, S.B. 106, authored by Senator John Whitmire, was drafted by the Office of Court Administration. S.B. 106 passed the Senate, but failed to survive a vote in the House Juvenile Justice and Family Issues Committee. However, near the end of the session, the text of S.B. 106 was added to H.B. 2398, filed by Representative James White. Identical versions of H.B. 2398 were eventually passed by the House and the Senate. Governor Greg Abbott signed the bill into law on June 18, 2015.

H.B. 2398 is nearly 125 pages long and consists of 44 sections. It is a complicated piece of legislation. The first 26 sections mostly make conforming changes to accommodate Section 27, which is nearly 30 pages long and the heart of the bill. [Section 27] contains a new Title 3A and Chapter 65 of the Family Code, Truancy Court Proceedings. With the exception of Section 31, Judicial Donation Trust Funds, the remaining sections, for the most part, are additional conforming changes to what may be considered one of the most significant changes in Texas juvenile law since the passage of Title 3, The Juvenile Justice Code in 1973 and its revision in 1995."[5]

[5] H.B. 2398 Section by Section Analysis, Texas Municipal Courts Education Center, pg. 1, *available online through the TMCEC website at* http://www.tmcec.com/files/9314/3759/1085/HB_2398.pdf

The text of House Bill 2398 is included in the Resource Materials section of this Policy and is also available online at http://www.tmcec.com/index.php/download_file/view/5401/567/.

A quick reference guide published by the Texas Association of School Boards (TASB) titled *TASB Legal Services: Snapshot Truancy Guide for the 2015-2016 School Year* is also included in the Resource Materials and is available online at https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/principals_guide_to_truancy_july15.pdf.

Also included in the Resource Materials is a chart available through the Texas Municipal Courts Education Center entitled *Transitioning to Title 3A of the Family Code: Before and After H.B. 2398* and is also available at http://www.tmcec.com/index.php/download_file/view/5401/567/.

The text of the new Title 3A, Chapter 65 of the Texas Family Code can also be found in the Resource Materials section of this Policy and is available online at the following website: http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.65.htm

Legislative Intent

Prior to the 84th legislative session, Texas was one of two remaining states in the nation in which truancy was a crime.[6] The movement to decriminalize truancy is related to recent calls to reduce criminal consequences for school-related misconduct.[7] Both are united by the belief that, rather than acting as a deterrent, school-related criminal prosecution further alienates the young people most in need of support from public schools.[8]

House Bill 2398 decriminalized truancy by repealing the criminal offense of Failure to Attend School under former Education Code §25.094. Additionally, HB 2398 replaced the offense of Failure to Attend School with a new process of civil enforcement for truant conduct. This process is set out in the amendments to the Texas Family Code that resulted from HB 2398. These amendments created a new chapter in the Texas Family Code which can now be found in the new Title 3A, Chapter 65 of the code.

The legislative intent was to decriminalize truancy to remove the taint of criminality associated with school-related misconduct, require schools to implement more extensive truancy prevention measures to prevent or eliminate the need to refer the child to Truancy Court, and to create an entirely new type of court and set of procedures to handle school attendance cases involving children. In the end, the legislation requires schools to adopt truancy prevention measures designed to address student conduct related to truancy in the school setting *before* the student engages in truant conduct, and to minimize the need for referrals to Truancy Court.[9] The goal is for the referral to Truancy Court to be the last resort, with schools being encouraged to go beyond the minimum statutory requirements to address the underlying causes of truant conduct. Schools are required to keep in mind the best interest of the student in determining whether to make a referral. Proponents of truancy reform have argued that it is rarely in the best interest of the child to remove them from the school setting since removal merely serves to further alienate the students who are most in need of the structure that can be provided in a school setting through truancy prevention measures.

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[6] Texas Bar Journal, December 2015, *Truancy Transformed – How House Bill 2398 Decriminalized Failure to Attend School*, by Sarah Orman and Cristina Blanton, Texas Association of School Boards Legal Services, pg. 870.
[7] Id at 871.
[8] Id.
[9] Texas Education Code §25.0915 (emphasis added).

Uniform Truancy Policies in Certain Counties – Texas Education Code §25.0916 (a)

Texas Education Code §25.0916 was amended by HB2398 by amending Subsections (a), (c), (f), (h), and (i) and adding Subsection (c-1).

Pursuant to §25.0916(a) as set out below, Hidalgo County is required to establish a Uniform Truancy Policy.

Sec. 25.0916. UNIFORM TRUANCY POLICIES IN CERTAIN COUNTIES.

(a) This section applies only to a county with two or more courts hearing truancy cases and two or more school districts.

Truancy Committee – Texas Education Code §25.0916 (b) - (e)

Texas Education Code §25.0916(b) - (e), as amended by HB2398, requires the establishment of a committee in qualifying counties and sets out the composition of the committee that will develop a uniform truancy policy for the county. Texas Education Code §25.0916 (b) – (e) provide as follows:

Sec. 25.0916 (b) – (e)

(b) A committee shall be established to recommend a uniform truancy policy for each school district located in the county.

(c) Unless the county has already adopted a uniform truancy policy under this section, not later than January 1, 2016, the county judge or the county judge's designee and the mayor of the municipality in the county with the greatest population or the mayor's designee shall each appoint one member to serve on the committee as a representative of each of the following:

(1) a juvenile court;
(2) a municipal court;
(3) the office of a justice of the peace;
(4) the superintendent or designee of an independent school district;
(5) an open-enrollment charter school, if one exists in the county;
(6) the office of the prosecutor with original truancy jurisdiction in the county; and
(7) the general public.

(c-1) In addition to the members listed in Subsection (c), the chief juvenile probation officer or the officer's designee serves on the committee. The county judge or the county judge's designee and the mayor of the municipality in the county with the greatest population or the mayor's designee may make additional appointments as needed.

(d) Repealed by Acts 2015, 84th Leg., R.S., Ch. 935 , Sec. 41(2), eff. September 1, 2015.

(e) The county judge and mayor of the municipality in the county with the greatest population shall:

(1) both serve on the committee or appoint representatives to serve on their behalf; and

(2) jointly appoint a member of the committee to serve as the presiding officer.

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Truancy Committee Duties – Texas Education Code §25.0916 (f)

Texas Education Code §25.0916 (f) sets out the duties of the Truancy Committee as follows:

Sec. 25.0916 (f)

(f) Unless a county has already adopted a uniform truancy policy under this section, not later than May 1, 2016, the committee shall recommend:

(1) a uniform process for filing truancy cases with truancy courts;

(2) uniform administrative procedures;

(3) uniform deadlines for processing truancy cases;

(4) a local plan with strategies to address truancy, including effective prevention, intervention, and diversion methods to reduce truancy and referrals to a truancy court;

(5) a system for tracking truancy information and sharing truancy information among school districts, open-enrollment charter schools, truancy courts, juvenile courts, and juvenile probation departments in the county; and

(6) any changes to statutes or state agency rules the committee determines are necessary to address truancy.

Presiding Officer's Report Due by December 1, 2017 (§25.0916 (h)

Pursuant to Texas Education Code §25.0916 (h), as amended, the presiding officer of the Truancy Committee is tasked with the responsibility of issuing a report by December 1, 2017, which addresses the implementation of the recommended Uniform Truancy Policy in the county. The statutory provision states as follows:

Sec. 25.0916 (h)

(h) The committee's presiding officer shall issue a report not later than December 1, 2017, to the county judge and mayor of the municipality with the greatest population in the county on the implementation of the recommendations and compliance with state truancy laws by a school district located in the county.

Selection of Hidalgo County Truancy Committee Members

Pursuant to Texas Education Code §25.0916 (b) – (e), as amended by HB2398, the Hidalgo County Truancy Committee was assembled to draft the Uniform Truancy Policy for the county. Consistent with the mandate of these statutory provisions, the committee members were appointed by Hidalgo County Judge Ramon Garcia and by City of McAllen Mayor Jim Darling. The appointed committee members were selected pursuant to the requirements of §25.0916 (c), (c-1), and (e). The members of the Hidalgo County Truancy Committee are as follows:

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HIDALGO COUNTY TRUANCY COMMITTEE

Robert L. Acosta Director of Information Technology City of McAllen	Maxine Longoria Nash Chief Assistant Criminal D.A. – Juvenile/Civil Division Hidalgo County Criminal District Attorney's Office
Chris Ardis Retired Educator / Freelance Writer	Olga Maldonado Chief of Police, Mercedes Police Department
Dr. Eduardo Cancino Deputy Director / Division of Instructional Support Region One Education Service Center	Rosie Martinez Victims Unit Director Hidalgo County Criminal District Attorney's Office
Yolanda Chapa Hidalgo County Chief Administrator Hidalgo County Judge's Office	Sonia Mata Director of Data Processing McAllen ISD
Honorable Jesse Contreras 449th District Court Judge	Honorable Jaime "Jerry" Munoz Justice of the Peace, Pct 2 Plc 2
Larry Esparza Attorney, Hidalgo County Public Defender's Office	Mr. Robert L. Olivarez Vanguard Academy Superintendent
Abiel Flores Attorney for the City of Mission	Honorable Toribio "Terry" Palacios Municipal Court Judge, Edinburg Municipal Court
Dr. Anthony Garza Principal, Johnny G. Economedes High School	Laura Guerra Ramirez Attorney at Law
Juan Gonzalez Chief of Police, San Juan Police Department	Renan Ramirez Hidalgo County Chief I.T. Administrator
Jaime "James" Guerrero Systems Support Manager, Hidalgo County DA's Office	Honorable Mario E. Ramirez, Jr. 332nd District Court Judge
Dr. Rene Gutierrez Edinburg CISD Superintendent	Honorable Israel Ramon, Jr. 430th District Court Judge
Honorable Kathleen Henley Municipal Court Judge, McAllen Municipal Court	Stan Ramos Administrative Operations Coordinator Hidalgo County Executive Office
Mr. Eloy I. Hernandez Attorney for the City of Edinburg	Dr. Richard Rivera Edcouch Elsa ISD Superintendent
Mayor Henry Hinojosa City of Mercedes	Mr. Eric Schreiber Chief Assistant Criminal D.A. / Check Fraud Division Hidalgo County Criminal District Attorney's Office
Dr. Daniel P. King Pharr San Juan Alamo ISD Superintendent	Chief Israel "Buddy" Silva, Jr. (or designee) Director / Chief Juvenile Probation Officer Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Dr. Marco Antonio Lara Deputy Director / Division of Admin. School Support Region One Education Center	Jesse Vela Community Member
Roberto Leal Case Supervisor for J.P. Homer Jasso, Sr., Pct. 4, Place 2	Honorable Jonathan Wehrmeister Municipal Court Judge, Mission Municipal Court

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SECTION 2: HIGHLIGHTS OF ADDITIONAL CHANGES TO THE TEXAS EDUCATION CODE

House Bill 2398 made numerous changes to the Texas Education Code. Some highlights of the changes are set out below. For other changes to the code, see the text of HB2398 which is included in the Resource Materials section of this Policy and available online at: http://www.tmcec.com/index.php/download_file/view/5401/567/.

Compulsory School Attendance – Texas Education Code §25.085

"House Bill 2398 made several amendments to Texas Education Code §25.085. All persons are [now] required to attend school until their 19th birthdays, rather than 18th. Those who voluntarily enroll in school after their 19th birthdays shall attend, and may not have their enrollments revoked on a day in which they are present in school. Students enrolled after age 19 are not subject to rules regarding truant conduct under new Section 65.003 of the Family Code. After the third unexcused absence of a student older than age 19, the school district shall issue a warning letter, regarding revocation of enrollment after five such absences. As an alternative to revocation of enrollment, a school district may impose a behavior improvement plan.

Note: In 2011, the Texas Legislature decided that students age 18 or older could not be criminally prosecuted for failing to attend school. Under the new law, 18 year olds can be petitioned for truant conduct as long as the petition is filed before the individual's 19th birthday."[10]

Texas Education Code §25.085, as amended by HB2398, related to compulsory school attendance now provides as follows:

> **Sec. 25.085. COMPULSORY SCHOOL ATTENDANCE.**
>
> (a) A child who is required to attend school under this section shall attend school each school day for the entire period the program of instruction is provided.
>
> (b) Unless specifically exempted by Section 25.086, a child who is at least six years of age, or who is younger than six years of age and has previously been enrolled in first grade, and who has not yet reached the child's 19th birthday shall attend school.
>
> (c) On enrollment in prekindergarten or kindergarten, a child shall attend school.
>
> (d) Unless specifically exempted by Section 25.086, a student enrolled in a school district must attend:
>
> (1) an extended-year program for which the student is eligible that is provided by the district for students identified as likely not to be promoted to the next grade level or tutorial classes required by the district under Section 29.084;
>
> (2) an accelerated reading instruction program to which the student is assigned under Section 28.006(g);

[10] H.B. 2398 Section by Section Analysis, Texas Municipal Courts Education Center, Section 7: Compulsory Attendance, pg. 3, *available online through the TMCEC website at* http://www.tmcec.com/files/9314/3759/1085/HB_2398.pdf.

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(3) an accelerated instruction program to which the student is assigned under Section 28.0211;

(4) a basic skills program to which the student is assigned under Section 29.086; or

(5) a summer program provided under Section 37.008(l) or Section 37.021.

(e) A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th birthday shall attend school each school day for the entire period the program of instruction is offered. A school district may revoke for the remainder of the school year the enrollment of a person who has more than five absences in a semester that are not excused under Section 25.087, except a school district may not revoke the enrollment of a person under this subsection on a day on which the person is physically present at school. A person whose enrollment is revoked under this subsection may be considered an unauthorized person on school district grounds for purposes of Section 37.107.

(f) The board of trustees of a school district may adopt a policy requiring a person described by Subsection (e) who is under 21 years of age to attend school until the end of the school year. Section 65.003(a), Family Code, does not apply to a person subject to a policy adopted under this subsection. Sections 25.093 and 25.095 do not apply to the parent of a person subject to a policy adopted under this subsection.

(g) After the third unexcused absence of a person described by Subsection (e), a school district shall issue a warning letter to the person that states the person's enrollment may be revoked for the remainder of the school year if the person has more than five unexcused absences in a semester.

(h) As an alternative to revoking a person's enrollment under Subsection (e), a school district may impose a behavior improvement plan described by Section 25.0915 (a-1)(1).

Truancy Prevention Measures – Texas Education Code §25.0915

Perhaps the best indicator of Texas's steady trend toward nonpunitive responses to truancy is the Legislature's focus on prevention.[11] Districts have been required to deter truancy and minimize the need for court involvement since 2011.[12] However, before HB 2398, the definition and implementation of such efforts were largely left to local discretion.[13] House Bill 2398 increases the requirements for these measures, and expands the range of measures available to schools.[14] School districts are directed to adopt truancy prevention measures for students, *prior to* absences constituting truant conduct under Chapter 65 of the Family Code.[15] "These measures may include: a behavior improvement plan; school-based services; referral to counseling, mediation, mentoring, a Teen Court program; or community-based, in-school, or out-of-school services. Referrals to truancy court must be accompanied by a statement that the school employed truancy prevention measures. Referrals to truancy court must be dismissed if the court determines that the school did not comply with these requirements, did not timely file the referral, or the referral is otherwise defective. A school district shall employ a truancy prevention facilitator or juvenile case manager to implement truancy prevention measures, and that person shall meet at least annually with a case manager or other individual designated by a truancy court. Instead of a

[11] Texas Bar Journal, December 2015, *Truancy Transformed – How House Bill 2398 Decriminalized Failure to Attend School*, by Sarah Orman and Cristina Blanton, Texas Association of School Boards Legal Services, pg. 871.
[12] Id.
[13] Id.
[14] H.B. 2398 Section by Section Analysis, Texas Municipal Courts Education Center, Section 9: Truancy Prevention Measures, pg. 4, *available online through the TMCEC website at* http://www.tmcec.com/files/9314/3759/1085/HB_2398.pdf.
[15] Id., emphasis added.

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truancy prevention facilitator or juvenile case manager, a school district may designate an existing district employee to perform this function.[16]

The addition of §25.0915(f) under this legislation specifically tasks the Texas Education Agency (TEA) with establishing minimum standards and best practices for truancy prevention measures.[17] This section further requires TEA to adopt rules to provide for sanctions for a school district that is not in compliance with these minimum standards and best practices.[18] However, for the 2015-2016 school year, TEA has indicated that it will not establish minimum standards beyond those imposed by the legislation, and will use a complaint-based model for issues of non-compliance under this section.[19]

"The list of prevention measures has been expanded to include more concrete measures such as mediation and Teen Court. The requirements of the statute are more substantial and exact. This is intended to further reduce the number of school attendance cases involving children referred to the legal system. As amended, truancy prevention measures will play the role currently played by deferred disposition and school attendance orders imposed by courts. A trip to court and a face-to-face visit with a judge is no longer an immediate option."[20]

Texas Education Code §25.0915, as amended by HB2398, related to truancy prevention measures now provides as follows:

Sec. 25.0915. TRUANCY PREVENTION MEASURES.

(a) A school district shall adopt truancy prevention measures designed to:

(1) address student conduct related to truancy in the school setting before the student engages in conduct described by Section 65.003(a), Family Code; and

(2) minimize the need for referrals to truancy court for conduct described by Section 65.003(a), Family Code.

(a-1) As a truancy prevention measure under Subsection (a), a school district shall take one or more of the following actions:

(1) impose:

(A) a behavior improvement plan on the student that must be signed by an employee of the school, that the school district has made a good faith effort to have signed by the student and the student's parent or guardian, and that includes:

(i) a specific description of the behavior that is required or prohibited for the student;

(ii) the period for which the plan will be effective, not to exceed 45 school days after the date the contract becomes effective; or

(iii) the penalties for additional absences, including additional disciplinary action or the referral of the student to a truancy court; or

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[16] Id.
[17] Texas Education Code §25.0915(f).
[18] Id.
[19] *See* Tex. Educ. Agency, *Legislation passed by the 84th Texas Legislature relating to truancy and on-campus discipline* (Aug. 25, 2015), http://tea.texas.gov/About_TEA/News_and_Multimedia/Correspondence/TAA_Letters/Legislation_passed_by_the_84th_Texas_Legislature_relating_to_truancy_and_on-campus_discipline/
[20] H.B. 2398 Section by Section Analysis, Texas Municipal Courts Education Center, Section 9: Truancy Prevention Measures, pg. 4, *available online through the TMCEC website at* http://www.tmcec.com/files/9314/3759/1085/HB_2398.pdf.

(B) school-based community service; or

(2) refer the student to counseling, mediation, mentoring, a teen court program, community-based services, or other in-school or out-of-school services aimed at addressing the student's truancy.

(a-2) A referral made under Subsection (a-1)(2) may include participation by the child's parent or guardian if necessary.

(a-3) A school district shall offer additional counseling to a student and may not refer the student to truancy court if the school determines that the student's truancy is the result of:

(1) pregnancy;

(2) being in the state foster program;

(3) homelessness; or

(4) being the principal income earner for the student's family.

(a-4) If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described by Section 25.0951(a), the school district shall initiate truancy prevention measures under this section on the student.

(b) Each referral to truancy court for conduct described by Section 65.003(a), Family Code, must:

(1) be accompanied by a statement from the student's school certifying that:

(A) the school applied the truancy prevention measures adopted under Subsection (a) or (a-4) to the student; and

(B) the truancy prevention measures failed to meaningfully address the student's school attendance; and

(2) specify whether the student is eligible for or receives special education services under Subchapter A, Chapter 29.

(c) A truancy court shall dismiss a petition filed by a truant conduct prosecutor under Section 65.054, Family Code, if the court determines that the school district's referral:

(1) does not comply with Subsection (b);

(2) does not satisfy the elements required for truant conduct;

(3) is not timely filed, unless the school district delayed the referral under Section 25.0951(d); or

(4) is otherwise substantively defective.

(d) Except as provided by Subsection (e), a school district shall employ a truancy prevention facilitator or juvenile case manager to implement the truancy prevention measures required by this section and any other effective truancy prevention measures as determined by the school district or campus. At least annually, the truancy prevention facilitator shall meet to discuss effective truancy prevention measures with a case manager or other individual designated by a truancy court to provide services to students of the school district in truancy cases.

(e) Instead of employing a truancy prevention facilitator, a school district may designate an existing district employee or juvenile case manager to implement the truancy prevention measures required by this section and any other effective truancy prevention measures as determined by the school district or campus.

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(f) The agency shall adopt rules:

(1) creating minimum standards for truancy prevention measures adopted by a school district under this section; and

(2) establishing a set of best practices for truancy prevention measures.

(g) The agency shall adopt rules to provide for sanctions for a school district found to be not in compliance with this section.

Parent Contributing to Nonattendance – Texas Education Code §25.093

"House Bill 2398 decriminalizes truancy by repealing §25.094 of the Education Code, the statute that made failure to attend school a crime. But the bill does not repeal Section 25.093 which creates the offense of parent contributing to nonattendance. While HB 2398 does not repeal Section 25.093, the bill does change the amount of the fine for a conviction. Under the old law, the offense of parent contributing to nonattendance was a Class C misdemeanor. The maximum fine in a Class C misdemeanor case is $500. The amended version of the statute no longer classifies parent contributing to nonattendance as a Class C misdemeanor. Rather, the amended statute just refers to the offense as a misdemeanor. This allows the penalty to be changed from the general fine amount applicable to all Class C misdemeanors to another amount. Here, the amount of the fine is set at an amount not to exceed $100 for a first offense. The fine amount increases in stair-step fashion for subsequent parent-contributing-to-nonattendance offenses."[21]

Texas Education Code §25.093, as amended by HB2398, related to Parent Contributing to Nonattendance now provides as follows:

Sec. 25.093. PARENT CONTRIBUTING TO NONATTENDANCE.

(a) If a warning is issued as required by Section 25.095(a), the parent with criminal negligence fails to require the child to attend school as required by law, and the child has absences for the amount of time specified under Section 65.003(a), Family Code, the parent commits an offense.

(b) The attendance officer or other appropriate school official shall file a complaint against the parent in:

(1) the constitutional county court of the county in which the parent resides or in which the school is located, if the county has a population of 1.75 million or more;

(2) a justice court of any precinct in the county in which the parent resides or in which the school is located; or

(3) a municipal court of the municipality in which the parent resides or in which the school is located.

(c) An offense under Subsection (a) is a misdemeanor, punishable by fine only, in an amount not to exceed:

(1) $100 for a first offense;

[21] H.B. 2398 Section by Section Analysis, by Ted Wood, former Assistant General Counsel, Office of Court Administration, Education Code §25.093, Parent Contributing to Nonattendance, pg. 10, *available online through the TMCEC website at:* http://www.tmcec.com/files/6214/3775/9537/05_-_TJJD_-_Section_by_Section_Complete.pdf

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(2) $200 for a second offense;

(3) $300 for a third offense;

(4) $400 for a fourth offense; or

(5) $500 for a fifth or subsequent offense.

(c-1) Each day the child remains out of school may constitute a separate offense. Two or more offenses under Subsection (a) may be consolidated and prosecuted in a single action. If the court orders deferred disposition under Article 45.051, Code of Criminal Procedure, the court may require the defendant to provide personal services to a charitable or educational institution as a condition of the deferral.

(d) A fine collected under this section shall be deposited as follows:

(1) one-half shall be deposited to the credit of the operating fund of, as applicable:

(A) the school district in which the child attends school;

(B) the open-enrollment charter school the child attends; or

(C) the juvenile justice alternative education program that the child has been ordered to attend; and

(2) one-half shall be deposited to the credit of:

(A) the general fund of the county, if the complaint is filed in the justice court or the constitutional county court; or

(B) the general fund of the municipality, if the complaint is filed in municipal court.

(e) At the trial of any person charged with violating this section, the attendance records of the child may be presented in court by any authorized employee of the school district or open-enrollment charter school, as applicable.

(f) The court in which a conviction, deferred adjudication, or deferred disposition for an offense under Subsection (a) occurs may order the defendant to attend a program for parents of students with unexcused absences that provides instruction designed to assist those parents in identifying problems that contribute to the students' unexcused absences and in developing strategies for resolving those problems if a program is available.

(g) If a parent refuses to obey a court order entered under this section, the court may punish the parent for contempt of court under Section 21.002, Government Code.

(h) It is an affirmative defense to prosecution for an offense under Subsection (a) that one or more of the absences required to be proven under Subsection (a) was excused by a school official or should be excused by the court. The burden is on the defendant to show by a preponderance of the evidence that the absence has been or should be excused. A decision by the court to excuse an absence for purposes of this section does not affect the ability of the school district to determine whether to excuse the absence for another purpose.

(i) In this section, "parent" includes a person standing in parental relation.

PROPOSED DRAFT

SECTION 3 TITLE 3A, CHAPTER 65, TEXAS FAMILY CODE TRUANCY COURT PROCEDURES

"The decriminalization of truancy by the Texas Legislature does not mean that legislators did not want to continue to hold children accountable for missing school. On the contrary, legislators know the importance of keeping kids in school. They know that having negative consequences for missing school can serve to encourage school attendance. So the legislators added a brand new title to the Family Code. Section 65.001(b) explicitly states that the goal of the new title is to hold children accountable for missing school. Section 65.001(b) also recognizes that courts will have a major role in this accountability. Accordingly, Title 3A is created to set out the procedures courts will use in effectuating this accountability. The act of missing school will no longer result in a criminal conviction. But make no mistake, the courts will continue to hold children accountable for missing school."[22]

The changes to the Texas Education Code and Texas Family Code made by HB 2398 became effective September 1, 2015. The changes in law made by this Act apply only to an offense committed, or conduct that occurs, on or after the effective date of this Act.

Scope and Purpose of Title 3A, Chapter 65

The practices and procedures required by the new Chapter 65 or the Family Code are too detailed to discuss here. The text of Title 3A, Chapter 65, Truancy Court Proceedings is included in the Resource Materials section of this Policy and is also available online at the following link: http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.65.htm.

The scope and purpose of this new chapter are set out in *Subchapter A. General Provisions* as noted below:

Sec. 65.001. SCOPE AND PURPOSE.

(a) This chapter details the procedures and proceedings in cases involving allegations of truant conduct.

(b) The purpose of this chapter is to encourage school attendance by creating simple civil judicial procedures through which children are held accountable for excessive school absences.

(c) The best interest of the child is the primary consideration in adjudicating truant conduct of the child.

Definitions Provided in Chapter 65

Sec. 65.002. DEFINITIONS. In this chapter:

(1) "Child" means a person who is 12 years of age or older and younger than 19 years of age.

[22] H.B. 2398 Section by Section Analysis, by Ted Wood, former Assistant General Counsel, Office of Court Administration, Commentary to Family Code §65.001, Scope and Purpose, pg. 18, *available online through the TMCEC website at: http://www.tmcec.com/files/6214/3775/9537/05_-_TJJD_-_Section_by_Section_Complete.pdf*

PROPOSED DRAFT

(2) "Juvenile court" means a court designated under Section 51.04 to exercise jurisdiction over proceedings under Title 3.

(3) "Qualified telephone interpreter" means a telephone service that employs licensed court interpreters, as defined by Section 157.001, Government Code.

(4) "Truancy court" means a court designated under Section 65.004 to exercise jurisdiction over cases involving allegations of truant conduct.

"There are two tremendously significant points to be gleaned from Section 65.002: First, truancy courts are not the same thing as juvenile courts. Truancy courts are the courts that will exercise jurisdiction over cases involving allegations of truant conduct. More details about truancy courts are contained in Section 65.002. Juvenile courts, on the other hand, exercise jurisdiction over cases under Title 3 of the Family Code. Truant conduct cases [no longer] fall under Title 3. Rather, truant conduct cases fall under new Title 3A [after the amendments made by HB 2398].

Second, the definition of the term "child" for purposes of the new truancy provisions includes 17-year-olds and 18-year-olds. This is a significantly broader definition of the term "child" than in the Juvenile Justice Code. In the Juvenile Justice Code, the term "child" means a person who is "ten years of age or older and under 17 years of age." Tex. Fam. Code Ann. §51.02(2) (West 2014)."[23]

What is Considered Truant Conduct after HB 2398?

"The concepts of "delinquent conduct" and "conduct indicating a need for supervision" are a familiar part of juvenile law. *See* Tex. Fam. Code Ann. § 51.03 (West 2014). "Truant conduct" is a similar concept. Section 65.003(a) defines truant conduct. Subsection (b) declares that the act of truant conduct may be prosecuted only as a civil case in a truancy court. This subsection makes it clear that truant conduct is not a criminal offense. This subsection also makes it clear that there is only one type of court in which truant conduct can be prosecuted – a truancy court.

A person can engage in truant conduct only if that person is required to attend school. Truant conduct occurs when such a person "fails to attend school on 10 or more days or parts of days within a six-month period in the same school year." This exact same conduct constituted the criminal offense of failure-to-attend-school. *See* Tex. Educ. Code Ann. § 25.094 (Vernon 2012). And this exact same conduct constituted "truancy" which was a form of conduct indicating a need for supervision. *See* Tex. Fam Code Ann. §§ 51.03(b)(2), 54.021 (Vernon 2014).

Notably, however, the absence of a child from school "on three or more days or parts of days within a four-week period" [no longer] constitutes truant conduct. But [prior to the amendments made by HB 2398,] this kind of absence did constitute the criminal offense of failure to attend school. *See* Tex. Educ. Code Ann. § 25.094 (Vernon 2012). And this conduct did constitute "truancy" which was a form of conduct indicating a need for supervision. *See* Tex. Fam Code Ann. §§ 51.03(b)(2), 54.021 (Vernon 2014)."[24]

[23] H.B. 2398 Section by Section Analysis, by Ted Wood, former Assistant General Counsel, Office of Court Administration, Commentary to Family Code §65.002, Definitions, pg. 18, *available online through the TMCEC website at: http://www.tmcec.com/files/6214/3775/9537/05_-_TJJD_-_Section_by_Section_Complete.pdf.*

[24] Id. at pg. 19, Commentary to Family Code §65.003, Truant Conduct.

PROPOSED DRAFT

Texas Family Code §65.003 related to Truant Conduct, as promulgated by HB2398, provides as follows:

> **Sec. 65.003. TRUANT CONDUCT.**
>
> (a) A child engages in truant conduct if the child is required to attend school under Section 25.085, Education Code, and fails to attend school on 10 or more days or parts of days within a six-month period in the same school year.
>
> (b) Truant conduct may be prosecuted only as a civil case in a truancy court.
>
> (c) It is an affirmative defense to an allegation of truant conduct that one or more of the absences required to be proven have been excused by a school official or by the court or that one or more of the absences were involuntary, but only if there is an insufficient number of unexcused or voluntary absences remaining to constitute truant conduct. The burden is on the child to show by a preponderance of the evidence that the absence has been or should be excused or that the absence was involuntary. A decision by the court to excuse an absence for purposes of this subsection does not affect the ability of the school district to determine whether to excuse the absence for another purpose.

Which Courts are Designated as Truancy Courts?

"Texas Family Code §65.004 creates truancy courts that did not exist prior to HB 2398. While the courts are new, there are no new courtrooms and no new judges. Rather, truancy courts are simply certain existing courts authorized to exercise a special area of jurisdiction. Thus, truancy courts are very much like juvenile courts which are actually selected district and county-level courts designated locally to exercise juvenile jurisdiction.

Subsection (a) declares that three types of courts are truancy courts. The courts designated as truancy courts are: (1) constitutional county courts in counties with a population of 1.75 million or more; (2) all justice courts; and (3) all municipal courts. No local designation by a juvenile board (or any other governmental entity) is necessary to make these courts truancy courts. The named courts are automatically truancy courts by virtue of Subsection (a).

Subsection (b) details the cases over which these new truancy courts may exercise subject matter jurisdiction. The grant of jurisdiction is exceedingly simple; there is only one kind of case over which truancy courts are given jurisdiction. That kind of case is a case involving allegations of truant conduct. A truancy court has jurisdiction over no other type of case.

Subsection (b) also makes clear the fact that the jurisdiction of truancy courts over truancy cases is exclusive and original. Thus, while other types of courts may hear appeals from truant conduct cases, no other court may hear truant conduct cases originally.

Subsection (c) authorizes agreements between certain municipalities in regard to the handling of truant conduct cases.

Subsection (d) declares that truancy courts retain jurisdiction over students even after they turn 19. The jurisdiction remains in the truancy court until the case is finally disposed."[25]

[25] H.B. 2398 Section by Section Analysis, by Ted Wood, former Assistant General Counsel, Office of Court Administration, Commentary to Family Code §65.002, Definitions, pg. 18, *available online through the TMCEC website at: http://www.tmcec.com/files/6214/3775/9537/05_-_TJJD_-_Section_by_Section_Complete.pdf.*

PROPOSED DRAFT

Texas Family Code §65.004 related to Truancy Courts; Jurisdiction, as promulgated by HB2398, provides as follows:

> **Sec. 65.004. TRUANCY COURTS; JURISDICTION.**
>
> (a) The following are designated as truancy courts:
>
> (1) in a county with a population of 1.75 million or more, the constitutional county court;
>
> (2) justice courts; and
>
> (3) municipal courts.
>
> (b) A truancy court has exclusive original jurisdiction over cases involving allegations of truant conduct.
>
> (c) A municipality may enter into an agreement with a contiguous municipality or a municipality with boundaries that are within one-half mile of the municipality seeking to enter into the agreement to establish concurrent jurisdiction of the municipal courts in the municipalities and provide original jurisdiction to a municipal court in which a truancy case is brought as if the municipal court were located in the municipality in which the case arose.
>
> (d) A truancy court retains jurisdiction over a person, without regard to the age of the person, who was referred to the court under Section 65.051 for engaging in truant conduct before the person's 19th birthday, until final disposition of the case.

What Does this Mean for Hidalgo County?

The population of Hidalgo County is not 1.75 million or more; therefore, pursuant to Texas Family Code §65.004, only the Justices of the Peace and Municipal Courts in Hidalgo County are considered to be Truancy Courts.

Not all courts in Hidalgo County that are designated as Truancy Courts by §65.004 will hear cases of truant conduct. The Justice and Municipal courts in Hidalgo County that previously handled failure to attend cases under the old law will continue to handle referrals sent to them as truant conduct; however, for purposes of these types of cases alone, these courts will be sitting as Truancy Courts.

In Which Truancy Court Should the Case be Filed?

Typically, a child will attend a school in the county in which he or she lives. But this is not always the case. Section 65.006 permits truant conduct cases to be filed in the county in which the student's school is located. The statute also permits truant conduct cases to be filed in the county in which the student lives.

PROPOSED DRAFT

Texas Family Code §65.004 related to Truancy Courts; Jurisdiction, as promulgated by HB2398, provides as follows:

> **Sec. 65.006. VENUE.**
>
> Venue for a proceeding under this chapter is the county in which the school in which the child is enrolled is located or the county in which the child resides.

These are just some of the provisions contained within the new Title 3A, Chapter 65 of the Texas Family Code. For other statutory provisions contained within this chapter, please see the complete text of Title 3A, Chapter 65, Truancy Court Proceedings included in the Resource Materials section of this Policy. The information is also available online at the following link: http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.65.htm.

PROPOSED DRAFT

SECTION 4: RECOMMENDED PROCEDURES AND FORMS FOR HIDALGO COUNTY

The recommended procedures and forms for Hidalgo County are set out below. These recommendations from the committee follow a series of meetings and subcommittee meetings held by the Hidalgo County Truancy Committee. Sample policies from various counties were reviewed as well as numerous sample forms from other counties throughout the state, as well as forms available through the Texas Municipal Court Education Center (TMEC), the Texas Justice Court Training Center (TJCTC), the Office of Court Administration, and the Texas Association of School Boards.

These materials set out the recommendations of the Hidalgo County Truancy Committee for the adoption of the Hidalgo County Uniform Truancy Policy. This packet contains forms, procedures and reference materials to assist in the implementation of the Policy adopted by Hidalgo County. **For purposes of compliance with Education Code §25.0916, it is recommended that all school districts, open-enrollment charter schools, and Truancy Courts within Hidalgo County adopt the procedures and forms set out in this Policy.** These procedures and forms may be modified or revised by the Hidalgo County Truancy Committee, as necessary, to maintain compliance with the mandates of HB2398 and future legislation.

These materials are intended to facilitate a general understanding of the law and are not intended to address all legal or procedural issues raised by the legislative changes. Governmental entities, school districts and open-enrollment charter schools are advised to discuss the Hidalgo County Uniform Truancy with their own legal counsel and to consult with them for advice regarding application of the changes implemented by HB2398.

Subsection A: School Procedures and Recommended Forms

The recommended procedures and forms for schools in Hidalgo County are included in the forms section of this Policy.

For purposes of compliance with Education Code §25.0916, it is recommended that all school districts, open-enrollment charter schools, and Truancy Courts within Hidalgo County adopt the procedures and forms set out in this Policy.

Subsection B: Truancy Prosecutor's Procedures and Recommended Forms

The recommended procedures and forms for Truancy Prosecutors in Hidalgo County are included in the forms section of this Policy.

For purposes of maintaining uniformity in pleadings, it is recommended that all Truancy Prosecutors within Hidalgo County adopt the procedures and forms set out in this Policy.

This Policy does not contain all forms and pleadings that will be necessary for the complete processing of truant conduct referrals. Additional forms and pleadings are available through the Texas Truancy Manual on the TMEC website and will continue to be incorporated into the recommended forms section of this Policy.

PROPOSED DRAFT

Subsection C: Truancy Court Procedures and Recommended Forms

The recommended procedures and forms for Truancy Courts in Hidalgo County are included in the forms section of this Policy.

For purposes of maintaining uniformity, it is recommended that all Truancy Courts within Hidalgo County adopt the procedures and forms set out in this Policy.

This Policy does not contain all forms and pleadings that will be necessary for the complete processing of truant conduct referrals. Additional forms are available through the Texas Truancy Manual on the TMEC website and will continue to be incorporated into the recommended forms section of this Policy.

PROPOSED DRAFT

SECTION 5: ADOPTION OF OFFICE OF COURT ADMINISTRATION (O.C.A.) FLOWCHARTS AND STEP-BY-STEP COMMENTARIES

The Hidalgo County Uniform Truancy Policy does not attempt to address in detail all legal or procedural issues related to truancy matters. However, in an effort to provide insight and understanding of what the law now requires from schools and the new Truancy Courts, this Policy adopts and incorporates the flowcharts and step-by-step commentaries drafted by former Assistant General Counsel with the Office of Court Administration, Ted Wood.

Subsection A: School Procedures

- **Office of Court Administration Flowchart for School Responsibilities Regarding Truancy**

The first flowchart, titled *School Responsibilities Regarding Truancy* (hereinafter sometimes referred to as the *"School Flowchart"*), systematically outlines procedures and requirements aimed at keeping kids in school. These procedures and requirements deal with children before they have been (if they ever will be) referred to Truancy Court.

- **Office of Court Administration Step-by-Step Commentary Accompanying Flowchart for School Responsibilities Regarding Truancy**

To assist schools to better understand these procedures and requirements, it is recommended that the *School Flowchart* be reviewed in conjunction with the *Step-by-Step Commentary Accompanying Flowchart for School Responsibilities Regarding Truancy.*

Subsection B: Truancy Court Procedures

- **Office of Court Administration Flowchart for Truancy Court Procedures**

The second flowchart, titled *Truancy Court Procedures* (hereinafter sometimes referred to as the *"Court Flowchart"*), provides an in-depth guide to the new court procedures required by the new Chapter 65 of the Family Code.

- **Office of Court Administration Step-by-Step Commentary Accompanying Flowchart for Truancy Court Procedures**

It is recommended that the *Court Flowchart* be reviewed in conjunction with the *Step-by-Step Commentary Accompanying Flowchart for Truancy Court Procedures.*

PROPOSED DRAFT

These flowcharts and step-by-step commentaries are included in **Appendix 1** to this Policy and may also be accessed online at the following links:

School Flowchart and Step-by-Step Commentary:

http://www.txcourts.gov/media/1022896/school-responsibilities-regarding-truancy.pdf

http://www.txcourts.gov/media/1022899/commentary-accompanying-school-responsibilities-regarding-truancy-flowchart.pdf

Court Flowchart and Step-by-Step Commentary:

http://www.txcourts.gov/media/1022914/truancy-court-procedures.pdf

http://www.txcourts.gov/media/1022902/commentary-accompanying-truancy-court-procedures.pdf

Additional information regarding truancy reform is available on the Office of Court Administration website at:

http://www.txcourts.gov/publications-training/training-materials/truancy-reform.aspx

PROPOSED DRAFT

SECTION 6: ADOPTION OF TEXAS ASSOCIATION OF SCHOOL BOARDS (T.A.S.B.) STATEWIDE POLICY

Adoption of TASB Policy FED (Legal) and TASB Policy FED (Exhibit)

The Hidalgo County Uniform Truancy Policy does not attempt to address in detail all legal or procedural issues related to truancy matters. However, in an effort to provide insight and understanding into what the law now requires from schools and the new Truancy Courts, this Policy adopts and incorporates the policies published by TASB relating to HB2398. Specifically, the adoption of TASB Policy FED (Legal) and TASB Policy FED (Exhibit) as standards to be followed by Hidalgo County School Districts, **subject to local procedures and forms adopted and recommended by the Hidalgo County Truancy Committee through this Policy**.

TASB Policy FED (Legal) and TASB Policy FED (Exhibit) are incorporated into this Policy and are included in **Appendix 2**. These policies are also available to school districts through TASB Policy Service as part of the school district's TASB membership.

What is TASB?

Created in 1949, the Texas Association of School Boards (TASB) is a voluntary, nonprofit, statewide educational association that serves and represents local Texas school districts. TASB's membership includes all 1,030 Texas school districts, 20 regional education service centers, 50 community colleges, 16 tax appraisal districts, and 137 shared service arrangements. The Association represents the largest group of publicly elected officials in the state (more than 7,000 school board members) that serves over 4.9 million Texas students.

How do School Districts Acquire their Policies?

As a service to its members, TASB provides a manual and online service which contains policies governing the operation of a school district. The policies are included because they are required by law or by the Texas Education Agency; because they are recommended by the Texas Association of School Boards as essential to effective District governance and management; or because the Board wishes to make a statement in a particular policy area.[26]

The legally referenced (LEGAL) policies track the language of the U.S. and Texas Constitutions; federal and state statutes, including the Texas Education Code; attorney general opinions; the Texas Administrative Code, including Commissioner's and State Board of Education rules; and other sources of authority defining the legal context for local school district governance and management.[27]

Local policies are identified by the designation (LOCAL) directly below the alphabetical code, in the upper right corner of each page and again in the lower left corner. Local policies that are preceded by a (LEGAL) policy in the same code generally expand on, or qualify, the legally

[26] Introduction to TASB Policy Online, Policy A18 (LEGAL)-L, Date Issued: 3/12/14, Update 99, pg. 1 of 6.
[27] Id at pg. 2 of 6.

referenced provisions. Other (LOCAL) policies stand alone, reflecting the Board's intentions in areas not otherwise addressed by law.[28]

TASB Legal Services: Snapshot Truancy Guide for the 2015 – 2016 School Year

A quick reference guide published by the Texas Association of School Boards (TASB) titled *TASB Legal Services: Snapshot Truancy Guide for the 2015-2016 School Year* is included in the Resource Materials and is available online at: https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/principals_guide_to_truancy_july15.pdf.

PROPOSED DRAFT

[28] Id at pg. 4 of 6.

SECTION 7: TEXAS TRUANCY MANUAL – A COLLABORATIVE EFFORT BETWEEN THE TEXAS JUSTICE COURT TRAINING CENTER AND THE TEXAS MUNICIPAL COURT EDUCATION CENTER

Information from the TJCTC and TMCEC websites is provided as an additional resource to assist with implementation of the mandates of HB2398 and to provide additional information beyond what can be discussed in this Policy. It is recommended that these websites be consulted for informational purposes; however the information on these websites is **subject to local procedures and forms adopted and recommended by the Hidalgo County Truancy Committee through this Policy**.

Also included as an additional resource is a list of Frequently Asked Questions (FAQs) available on the TMCEC website at http://tmcec.com/truancy/truancy-faq/

The Texas Justice Court Training Center (TJCTC) and the Texas Municipal Court Education Center (TMCEC) worked together to create a Texas Truancy Manual with information on processing Truant Conduct cases and forms to utilize in those cases.[29] The Texas Truancy Manual may be accessed online at http://tmcec.com/truancy/texas-truancy-court-resource-manual.

"The Texas Truancy Court Resource Manual is a collaborative effort of our organizations to help justice and municipal courts address the challenge of construing and applying more than 50 new statutes in the absence of legal precedent. The matter is further complicated because there are numerous issues that Title 3A simply does not address. The same true is true in terms of resource materials. Part bench book, part forms book, and, admittedly, part best educated guess: because of the dynamic and evolving nature of the subject matter, this on-line resource is a work in progress and subject to periodic revision. So please check back regularly and make sure to carefully review the revision history for the links below."[30]

www.tmcec.com/truancy

www.tjctc.org/truancy

[29] Texas Justice Court Training Center website, Announcements, TJCTC and TMCEC Release Truancy Resource Manual, March 20, 2016, at http://www.tjctc.org/.

[30] Texas Municipal Court Education Center website, Texas Truancy Transition, Truancy Resource Manual, at http://tmcec.com/truancy/texas-truancy-court-resource-manual.

It is the recommendation of the Hidalgo County Truancy Committee that procedures and forms, as set out above and in the accompanying attachments, be approved and adopted by the Hidalgo County Commissioner's Court as the Hidalgo County Uniform Truancy Policy.

Yolanda Chapa
Presiding Officer
Hidalgo County Truancy Committee

Date

PROPOSED DRAFT

Be it remembered that on April 26, 2016, the Hidalgo County Commissioners Court considered the recommendations of the Hidalgo County Truancy Committee for the adoption of the Hidalgo County Uniform Truancy Policy. Having considered the recommendations of the Committee, the Hidalgo County Commissioner's Court hereby approves the recommendations of the Committee and approves this proposal as the Hidalgo County Uniform Truancy Policy.

Ramon Garcia
Hidalgo County Judge

Date

A.C. Cuellar, Jr.
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

PROPOSED DRAFT

Contact: Julia Benitez Sullivan
Phone: 956.292.7026
Email: julia.sullivan@co.hidalgo.tx.us

NEWS RELEASE

FOR IMMEDIATE RELEASE
Tuesday, April 26, 2016

Commissioners Court approves Hidalgo County Uniform Truancy Policy

EDINBURG – The Hidalgo County Uniform Truancy Policy, required to be put in place by changes in the law that decriminalized truancy, has been approved by the Commissioners Court. The 1-inch thick document was presented by Yolanda Chapa, County Judge Ramon Garcia's chief of staff and chair of the 34-member committee.

The county was required to adopt a uniform truancy policy by May 1, pursuant to changes to the Education Code as amended by HB2398, which became effective last September. Under these statutory provisions, the County Judge and Mayor of the largest municipality in the county were required to compose a committee that would be tasked with the creation and adoption of a uniform truancy policy. The committee had its last meeting on Monday morning to review and make final recommendations for revisions to the proposed policy.

"Prior to the 84th Legislative session, Texas was one of two remaining states in the nation in which truancy was a crime," Chapa reported to Commissioners Court. "The intent of the law is to remove the taint of criminality associated with school-related misconduct, require schools to implement more truancy prevention measures, and to create an entirely new type of court and procedures to handle school attendance cases."

McAllen Mayor Jim Darling, who, along with Garcia were charged with forming the committee. Darling said the collaboration of the varied entities necessary to put together the Truancy Policy for consideration by the Commissioners Court exemplifies how much the truancy issue is a major concern.

"This policy will address possible solutions to the core factors that influence truant behavior and hopefully will give the courts the tools to keep our kids in school," Darling said, adding that the state should consider funding programs that can support local efforts to decrease truancy in public schools.

Criminal District Attorney Ricardo Rodriguez Jr., who led the county in bringing stake holders together to provide information on the changes to the law in September, assigned one of his top assistant district attorney's to work with the committee on the policy. Chief Assistant Criminal DA - Juvenile/Civil Division Maxine Longoria Nash, who guided the committee and wrote the policy on behalf of the District Attorney, also spoke at Commissioners Court.

– MORE –

Hidalgo County Commissioners Court

Ramon Garcia
County Judge

A. C. Cuellar, Jr.
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Public Affairs Division
Julia Benitez Sullivan
Director

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Rodriguez Jr. said the change in how truancy cases are handled was long overdue, adding that school-related criminal prosecution further alienates the young people who most need to be in school.

Our office will continue to be involved in the implementation and oversight of the new Hidalgo County Uniform Truancy Policy and will make recommendations for needed revisions to this new law in the next legislative session," said Rodriguez.

In discussing the policy at Commissioners Court, Nash said the Hidalgo County Uniform Truancy Policy is one of the most comprehensive in the state.

"House Bill 2398 is one of the most significant changes to Texas juvenile law in over 40 years. The last time such drastic changes were made was when the Juvenile Justice Code was passed in 1973," Nash said. "This legislation requires our county to adopt a uniform truancy policy to be followed by all school districts, open-enrollment charter schools and truancy courts in Hidalgo County."

Nash added that the new law places more responsibility on schools to adopt truancy prevention measures that are designed to address the underlying problems that lead to truant behavior, and to make referral to court for truancy the last resort.

"What we are proposing to the county this morning is probably one of the most comprehensive policies in the state," Nash said.

Rodriguez said the change in how truancy cases are handled was long overdue, adding that school-related criminal prosecution further alienates the young people who most need to be in school.

Our office will continue to be involved in the implementation and oversight of the new Hidalgo County Uniform Truancy Policy and will make recommendations for needed revisions to this new law in the next legislative session," said Rodriguez.

###

Cutline: (L-R) Precinct 2, Place 2 JP Jaime "Jerry" Munoz, McAllen Mayor Jim Darling, Precinct 4 Commissioner Joseph Palacios, Precinct 3 Commissioner Joe Flores, County Judge Ramon Garcia, Precinct 2 Commissioner Eduardo "Eddie" Cantu, Precinct 1 Commissioner A.C. Cuellar, Chief Assistant Criminal DA, Juvenile/Civil Division Maxine Longoria Nash, County Judge Chief of Staff Yolanda Chapa, and McAllen ISD Board of Trustees Vice-President Larry Esparza.

Hidalgo County Commissioners Court

Ramon Garcia
County Judge

A. C. Cuellar, Jr.
Commissioner, Precinct 1

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
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AI-54273 Constables 6. A.

CC - REGULAR

Meeting Date: 04/26/2016

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. 2:
Discussion, consideration and approval to appoint Rogelio Rey Torres and Lenette Renee Valdez as Reserve Deputy Constable by Constable Martin N. Cantu, Constable Precinct 2, in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from County funds; no fiscal impact to County.

Attachments

Local Gov't. Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 10:20 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Roxanne De La Cruz Started On: 04/19/2016 04:36 PM

Final Approval Date: 04/22/2016

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBCHAPTER B. DEPUTIES

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

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

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

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

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

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

consent and approval of the commissioners court.

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

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

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

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

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

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

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AI-54265 Constables 6. B.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Dan Broyles, CONSTABLE PCT. #3

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. #3:
Local Border Security Program:
1. Approval of Resolution for LBSP 17 Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2016 - August 31, 2017)

Equipment for Border Operations - ATV Grant:
2. Approval of Resolution for Equipment for Border Operations - ATV Grant to designate Judge Ramon Garcia as grantee's authorized official and to sign required documents (grant period - September 1, 2016 - February 28, 2017)

BACKGROUND

Fiscal Impact

Attachments

Resolution

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2016 04:12 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/18/2016 02:12 PM

Final Approval Date: 04/22/2016

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the **Local Border Security Program BL17 (LBSP 17)** be operated for the period of **September 1, 2016 through August 31, 2017;** and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor's Homeland Security Grants Division (HSGD) funds, Hidalgo County assures that the funds will be returned to the Office of the Governor's Homeland Security Grants Division (HSGD) in full.

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

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners' Court approves submission of the grant application for the **Local Border Security Program BL17 (LBSP 17)** to the Office of the Governor's Homeland Security Grants Division (HSGD)

Passed and Approved by Commissioners' Court this 26th day of April, 2016.

Grant Number: **2998902**

Signed by: _____

Ramon Garcia
Hidalgo County Judge

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the **Equipment for Border Operations - ATV** be operated for the period of **September 1, 2016 through February 28, 2017;** and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Regional Homeland Security & Criminal Justice – Lower Rio Grande Valley Development Council funds, Hidalgo County assures that the funds will be returned to the Regional Homeland Security & Criminal Justice – Lower Rio Grande Valley Development Council in full.

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

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners' Court approves submission of the grant application for the **Equipment for Border Operations - ATV** to the Regional Homeland Security & Criminal Justice – Lower Rio Grande Valley Development Council.

Passed and Approved by Commissioners' Court this 26th day of April, 2016.

Grant Number: **3113901**

Signed by: _____
. Ramon Garcia
Hidalgo County Judge

AI-54244 Constables 6. C.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2016 Peace Officer Allocation - LEOSE funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2016 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,706.61.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1220-421-00-294-002-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 04/21/16.

Attachments

Letter

Check

Receipt

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/15/2016 02:47 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Nayla Munoz Started On: 04/15/2016 02:08 PM

Final Approval Date: 04/22/2016

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 25, 2016

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,706.61.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2017, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2017 Allocation Basis form to us no later than April 08, 2016. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
134498869

FEBRUARY 24, 2016

022316 1XXXXX07176 011 0116 902 9P160538
PAYING AGENCY 512-463-4561 COMPTROLLER - STATE FISCAL

Pay ONE THOUSAND SEVEN HUNDRED SIX DOLLARS AND 61/100 $ 1,706.61

To HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER 08/31/2018

Glenn Hegar
Comptroller of Public Accounts

⑈304⑈ ⑆114900164⑆ ⑈134498869⑈

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 197257

Received From: CONSTABLE PCT. 4 STATE OF TX. COMP. Date 04/13/16

134498869	PEACE OFFICER ALLOCATION - LEOSE	6-1220-335-00-294-000-0-000	1,706.61

Total: **1,706.61**

Check Total	1,706.61
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: April 15, 2016

2016
Appropriation

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 6-1220-421-00-294-002-0-XXX

Contact Person: Horaldo Sanchez **Ph#:** (956) 383-8560 Ext 4302

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1220-421-00-294-002-0-583	Constable Pct. 4 LEOSE -	Travel Out of County	$1,406.61
6-1220-421-00-294-002-0-584	Constable Pct. 4 LEOSE -	Registration Fees	$300.00
6-1220-335-00-294-000-0-000	LEOSE FUND - Constable Pct 4	REVENUES	$1,706.61
		TOTAL BUDGET INCREASE (DECREASE)	**$1,706.61**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,706.61.

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54308 Constables 6. D.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct 4:
Discussion, consideration, and approval to appoint Francisco Javier Luevano as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1285-421-00-294-013-4-XXX

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

BUDGETARY IMPACT:

Position will be funded from the Texas Tropical Behavioral and Health-Slot No. 001 (vacant slot).

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:27 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Nayla Munoz Started On: 04/21/2016 03:23 PM

Final Approval Date: 04/22/2016

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

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

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

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

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

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

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

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

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

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

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

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

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

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

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-54263

Executive Office 7. A.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Reporting the submittal of Hidalgo County's Tier 2 Chemical Inventory Report for 2015 to Texas Commission on Environmental Quality and requesting payment of the associated fee of $100.00 based on types and quantities of materials stored by the county.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-419-70-125-036-0-890
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: n

BUDGETARY IMPACT:
$200.00 available as of 4/22/16.

Attachments

report
invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2016 10:49 AM
Final Approval	Veronica Ortiz	04/22/2016 10:18 AM
Budget & Management	Veronica Ortiz	04/22/2016 10:29 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/18/2016 01:59 PM
Final Approval Date: 04/22/2016

Facility Name: HIDALGO COUNTY PRECINCT 1

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FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: MECHANIC SHOP
1902 JOE STEPHENS, SUITE 101
WESLACO, TX 78596 USA
County: HIDALGO
Latitude: 26.177494
Longitude: -97.96873
MAILING ADDRESS: 1212 S. 25th Street, Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-472-3747

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 45

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Moreno, Ricardo
Title: Shop Foreman Contact Type 1: Other Contact Type 2: Precinct Contact- Maintenance Shop
Address: 1902 Joe Stephens Ave., Weslaco, TX, 78596 USA
Phones: Mobile - Cell: 956-472-4156

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Mata, Esteban
Title: Pct. 1 Safety Officer Contact Type 1: Other Contact Type 2: Precinct Contact- Safety

Facility Name: HIDALGO COUNTY PRECINCT 1

Address: MILE 11 NORTH & 1 1/2 WEST, Mercedes , TX, 78570 USA
Phones: Mobile - Cell: 956-532-8784
Email: Esteban.mata@co.hidalgo.tx.us

Sustaita, Arnulfo
Title: PARK DIRECTOR Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact
Address: Mile 11 and Mile 1 1/2 West , Mercedes, TX, 78570 USA
Phones: 24-hour: 956-472-3747 : 956-968-8733
Email: anulfo.sustaita@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [ ] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHWEST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known:
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known:

STATE / LOCAL FEES: $50

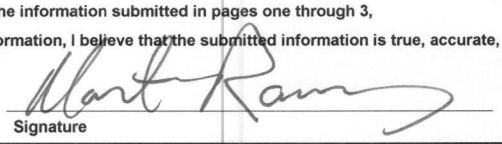
[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Facility Name: HIDALGO COUNTY PRECINCT 1

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/Environmental Compliance
Name and official title of owner/operator
OR owner/operator's authorized representative


Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 2

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FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 2
Dept: MECHANIC SHOP
4011 S. Veterans Blvd.
PHARR, TX 78589 USA
County: HIDALGO
Latitude: 26.139883
Longitude: -98.175789
MAILING ADDRESS: 1212 S. 25th Street, Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-369-0823

[ ] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 45

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hinojosa, Jorge
Title: Shop Foreman Contact Type 1: Other Contact Type 2: Shop Foreman
Address: 4011 S. Veterans Blvd., Pharr, TX, 78589

USA
Phones: Work: 956-787-1891

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 2

Pompa, Armando
Title: Operations Director
Contact Type 1: Emergency Contact
Address: 4011 S. Veterans Blvd., Pharr, TX, 78589 USA
Phones: Work: 956-787-1891 24-hour: 956-787-1891
Email: ricardo.cuellar@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[x] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 26892 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 26892 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 26892 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTH OF MAIN OFFICE Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: DIESEL FUEL OIL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 6723 pounds Max Daily Amt code: 05 (5,000 - 9,999 pounds)
Avg Amt: 6723 pounds Avg Daily Amt code: 05 (5,000 - 9,999 pounds)
Max quantity in largest container: 6723 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTH OF MAIN OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY PRECINCT 2

CHEM NAME: GASOLINE
CAS: 86290-81-5 EHS: No
[x] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [x] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 10956 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 10956 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 10956 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTH OF MAIN FACILITY OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[x] Initial
[ ] Updated
[ ] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN107804882
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

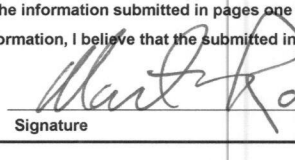
STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 4

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FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 4
Dept: MECHANIC SHOP
1102 NORTH DOOLITTLE RD
EDINBURG, TX 78539 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
EDINBURG, TX 78542-7223 USA
Facility Phone: 956-279-1068

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 15

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Segovia, Joe
Title: Safety Officer Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact- Safety Officer
Address: 1051 N. Doolittle Rd.
, Edinburg, TX, 78539 USA
Phones: 24-hour: 956-279-1068 Work: 956-383-3112
Email: jose.segovia@co.hidalgo.tx.us

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 4

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.
Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
CHEMICAL COMPONENTS:
[ ] EHS, CAS: , Component: , % , Max Amt code:
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 146080 pounds Max Daily Amt code: 10 (100,000 - 499,999 pounds)
Avg Amt: 146080 pounds Avg Daily Amt code: 10 (100,000 - 499,999 pounds)
Max quantity in largest container: 43824 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF YARD Amount: 6000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF YARD Amount: 6000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: CENTER OF YARD Amount: 4000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: CENTER OF YARD Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:

Facility Name: HIDALGO COUNTY PRECINCT 4

[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EAST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 41915 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 41915 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: EAST SIDE OF MECHANIC SHOP Amount: 5000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN106394869
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

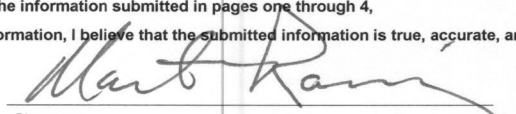
Facility Name: HIDALGO COUNTY PRECINCT 4

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon tank holding gasoline and the two 6,000 gallon tanks holding diesel at the Pct. 4 Mechanic's Shop Site. Hidalgo County is allowed to use these tanks as part of the fuel supply contract with Arguindegui Oil.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 4, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Cmpliance
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

****
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FACILITY IDENTIFICATION:
HIDALGO COUNTY SHERIFF'S OFFICE
Dept: SHERIFF'S OFFICE
711 EAST EL CIBOLO RD.
EDINBURG, TX 78557 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-383-8114

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 120

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

OZUNA, RICHARD
Title: Captain Contact Type 1: Emergency Contact
Address: 711 EAST EL CIBOLO RD. , EDINBURG, TX, 78557 USA
Phones: Mobile - Cell: 956-457-4236 24-hour: 956-383-8114
Email: richard.ozuna@hidalgoso.org

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 58432 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 58432 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 29216 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EASTSIDE OF JAIL Amount: 2400 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EASTSDIE OF JAIL Amount: 2400 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHEAST OF ADMINISTRATIVE OFFICE Amount: 1000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF ACADEMY Amount: 600 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHSIDE OF MAINTENANCE SHOP Amount: 150 gallons
Container Type: Below ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF MAINTENANCE SHOP Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 124500 pounds Max Daily Amt code: 10 (100,000 - 499,999 pounds)
Avg Amt: 124500 pounds Avg Daily Amt code: 10 (100,000 - 499,999 pounds)
Max quantity in largest container: 124500 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Below ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTH SIDE OF MOTOR POOL Amount: 20000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN105090633
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

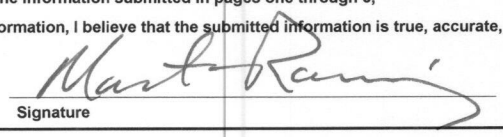
STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 1

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FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: SUNRISE HILL- SANITATION
MILE 11 NORTH & 1 1/2 WEST
MERCEDES, TX 78570 USA
County: HIDALGO
Latitude: 26.177494
Longitude: -97.96873
MAILING ADDRESS: 1902 JOE STEPHENS SUITE 101
WESLACO, TX 78596 USA
Facility Phone: 956-472-3747

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 87

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Flores, Juan
Title: Materiels Manager Contact Type 1: Other Contact Type 2: Precinct Contact- Sunrise Hill
Address: 1902 Joe Stephens, Suite 101, Weslaco, TX, 78596 USA
Phones: Mobile - Cell: 956-212-4242

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.

Facility Name: HIDALGO COUNTY PRECINCT 1

Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Mata, Esteban
Title: Pct. 1 Safety Officer Contact Type 1: Other Contact Type 2: Precinct Contact- Safety
Address: MILE 11 NORTH & 1 1/2 WEST, Mercedes , TX, 78570 USA
Phones: Mobile - Cell: 956-532-8784
Email: Esteban.mata@co.hidalgo.tx.us

Sustaita, Arnulfo
Title: PARK DIRECTOR Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact
Address: Mile 11 and Mile 1 1/2 West , Mercedes, TX, 78570 USA
Phones: 24-hour: 956-472-3747 : 956-968-8733
Email: anulfo.sustaita@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 29216 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 29216 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 14608 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHWEST OF MAIN OFFICE Amount: 1500 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHWEST OF MAIN OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4 EHS: No
[ ] Identical to previous year

Facility Name: HIDALGO COUNTY PRECINCT 1

[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 83830 pounds Max Daily Amt code: 09 (75,000 - 99,999 pounds)
Avg Amt: 83830 pounds Avg Daily Amt code: 09 (75,000 - 99,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN106356959
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

STATE / LOCAL FEES: $50

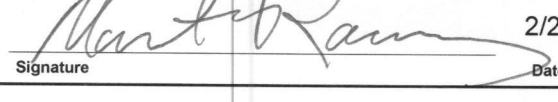
[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon and 1,500 tanks holding diesel at the Pct. 1 Sunrise Hill Sanitation Site. Hidalgo County is allowed to use it as part of the fuel supply contract with Arguindegui Oil.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance
Name and official title of owner/operator OR owner/operator's authorized representative



Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: ROAD AND BRIDGE
NORTH SIDE OF FM 2221 E. OF IOWA RD.
LA JOYA, TX 78572 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-313-8124

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 60

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Ramirez, Saul
Title: Rd. & Bridge Manager Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Rd. & Bridge Manager
Address: 724 N. Breyfogle, Mission, TX, 78574 USA
Phones: 24-hour: 956-313-8124 : 956-585-4509
Email: saul.ramirez@co.hidalgo.tx.us

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 3

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.
Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 40338 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 40338 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 40338 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 6000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential

Facility Name: HIDALGO COUNTY PRECINCT 3

Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 67064 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 67064 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 33532 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN105969505
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon tank holding gasoline and the 6,000 gallon tank holding diesel at the Pct. 3 Road and Bridge Shop Site. Hidalgo County is allowed to use these tanks as part of the fuel supply contract with Arguindegui Oil.

Facility Name: HIDALGO COUNTY PRECINCT 3

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 4, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance
Name and official title of owner/operator
OR owner/operator's authorized representative

Signature

2/29/2016
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: PENITAS LANDFILL
0.5 MILE W OF FM 1427 ON MILITARY HIGHWAY
PENITAS, TX 78576 USA
County: Hidalgo
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 724 NORTH BREYFOGLE
MISSION, TX 78574 USA
Facility Phone: 956-313-8124

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 25

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Ocanas, George
Title: Landfill Mgr Contact Type 1: Other Contact Type 2: Precinct Contact- Landfill
Address: 724 N. Breyfogle, Mission, TX, 78577 USA
Phones: Mobile - Cell: 956-639-9245

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Ramirez, Saul
Title: Rd. & Bridge Manager Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Rd. & Bridge

Facility Name: HIDALGO COUNTY PRECINCT 3

Manager
Address: 724 N. Breyfogle, Mission, TX, 78574 USA
Phones: 24-hour: 956-313-8124 : 956-585-4509
Email: saul.ramirez@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 14608 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 14608 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN102003597
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

STATE / LOCAL FEES: None.

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Facility Name: HIDALGO COUNTY PRECINCT 3

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance		2/29/2016
Name and official title of owner/operator OR owner/operator's authorized representative	Signature	Date signed

Facility Name: Hidalgo County Sheriff's Department Substation

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FACILITY IDENTIFICATION:
Hidalgo County Sheriff's Department Substation
Dept: Hidalgo County Sheriff's Department
3003 E. Mile 11 North Road
Weslaco, TX 78596 USA
County: Hidalgo
Latitude: 26.214141
Longitude: -97.962529
Facility Phone: 956-973-7880

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 921110 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 25

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

OZUNA, RICHARD
Title: Captain Contact Type 1: Emergency Contact
Address: 711 EAST EL CIBOLO RD. , EDINBURG, TX, 78557 USA
Phones: Mobile - Cell: 956-457-4236 24-hour: 956-383-8114
Email: richard.ozuna@hidalgoso.org

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Caro, Steve
Title: Lieutenant Contact Type 1: Emergency Contact Contact Type 2: Other
Address: 3003 E. Mile 11 North Road, Weslaco, , 78596 USA

Facility Name: Hidalgo County Sheriff's Department Substation

Phones: 24-hour: 956-292-6605 Work: 956-292-7000 ext 7501
Email: steve.caro@hidalgoso.org

CHEMICAL DESCRIPTIONS:

CHEM NAME: Diesel Fuel
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [ ] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[x] Below Reporting Thresholds
Max Amt: 7304 pounds Max Daily Amt code: 05 (5,000 - 9,999 pounds)
Avg Amt: 7304 pounds Avg Daily Amt code: 05 (5,000 - 9,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: Northwest corner of property. Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: Unleaded Gasoline
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [ ] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 62250 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 62250 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 62250 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: Northwest corner of property. Amount: 10000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial

Facility Name: Hidalgo County Sheriff's Department Substation

[ ] Updated
[x] Annual
TXT2 Number:: 68687
TCEQ Regulated Entity Number (RN) if known: RN106541725
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600753990

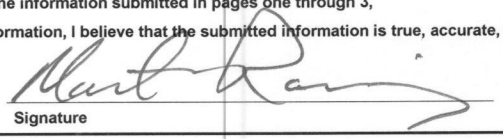
STATE / LOCAL FEES: None.

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: This is a sheriff's department facility that is manned 24 hours a day.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance		2/29/2016
Name and official title of owner/operator OR owner/operator's authorized representative	**Signature**	**Date signed**

Facility Name: Hidalgo County Drainage District No. 1

****
****

FACILITY IDENTIFICATION:
Hidalgo County Drainage District No. 1
Dept: MAINTENANCE & OPERATIONS SHOP
902 N. Doolittle Rd.
Edinburg, TX 78542 USA
County: Hidalgo
Latitude: 26.182498
Longitude: -98.073309
Facility Phone: (956) 369-2269

[ ] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 924110 (Administration of Air and Water Resource and Solid Waste Management Programs)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 121

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

De Leon, Roberto
Title: M&O Director Contact Type 1: Emergency Contact
Address: 902 N. Doolittle Rd., Edinburg, TX, 78542 USA
Phones: 24-hour: 956-369-2269 Work: 956-292-7080 :
Email: robert.deleon@hcdd1.org

Garza, Luis
Title: District Foreman Contact Type 1: Emergency Contact
Address: 902 N. Doolittle Rd., Edinburg, tx, 78542 USA
Phones: 24-hour: 956-292-5813 Work: 956-292-7080
Email: luis.garza@hcdd1.org

Salazar, Jaime
Title: Buyer Contact Type 1: Tier II Information Contact
Address: 902 N. Doolittle Rd., Edinburg, TX, 78542 USA
Phones: Work: 956-292-7080
Email: jaime.salazar@hcdd1.org

Sesin, Raul
Title: District General Manager Contact Type 1: Tier II Information Contact
Address: 902 N. Doolittle Rd., Edinburg, TX, 78542 USA
Phones: Work: 956-292-7080
Email: raul.sesin@hcdd1.org

Facility Name: Hidalgo County Drainage District No. 1

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hidalgo County Drainage District No. 1,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 904 N. Dolittle Rd., Edinburg, TX, 78542 USA
Phones: Work: 956-292-7080
Email: raul.sesin@hcdd1.org

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [x] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 58432 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 58432 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 36520 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: East of the Main Office Amount: 5000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: East of the Main Office Amount: 3000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: GASOLINE
CAS: 86290-81-5 EHS: No
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [x] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 31125 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 31125 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)

Facility Name: Hidalgo County Drainage District No. 1

Max quantity in largest container: 5000 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: East of Main Office Amount: 5000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[x] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 74159
TCEQ Regulated Entity Number (RN) if known: RN104664776
During this reporting year, was this facility sold to another company, or did it close operations or discontinue storing reportable quantities of hazardous substances?: No
TCEQ Customer Number (CN) if known: CN600701510

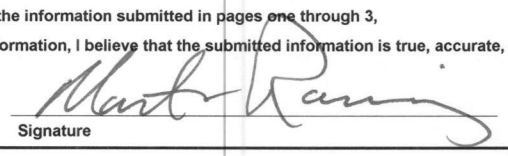
STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez/ Environmental Compliance
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

2/29/2016
Date signed

Tier II Chemical Reporting Program

Fee Payment Form and Instructions

Instructions:

You must electronically submit your Texas Tier II Chemical Inventory Report between Jan. 1 and March 1 to the Texas Commission on Environmental Quality.

Use the Tier2 Submit software to create your report, then e-mail it to:

T2Sdatafiles@tceq.texas.gov

Once you have e-mailed your report, fill out this form and mail it with your fee payment to:

Cashiers Office, MC 214
Tier II Program
TCEQ
PO Box 13088
Austin, Texas 78711-3088

Make your check or money order payable to the Texas Commission on Environmental Quality. Be sure to include your TXT2 number on the memo line.

Complete the following and mail with your payment:

TXT2 number	68687	Owner/operator	Hidalgo County
CN number*	CN600753990	RN number*	
Submitter name	Martin Ramirez	Contact phone number	956-318-2980
Total paid	$100	Check number	
Number of facilities	One (1)	Check if filing under Health & Safety Code	☐ Chapter 505 (Manufacturing) ☑ Chapter 506 (Public Employer) ☐ Chapter 507 (Non-manufacturing)

*complete if you have TCEQ CN and RN numbers

Contacts for more information

E-mail: Tier2Help@tceq.texas.gov

Web: www.TexasTier2.org

Phone: 512-239-5060

Toll-free in Texas: 800-452-2791

Mailing address change?

Please fill in your new mailing address here:

Martin Ramirez, Environmental Compliance Coord.
Hidalgo County Executive Office
2818 S. Bus. Hwy 281
Edinburg, TX 78539

AI-54270

HIDTA - Task Force 8. A.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Nelda Olivarez, HIDTA
Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept grant agreement for award no. G16SS0002A between Hidalgo County and the Executive Office of the President, Office of National Drug Control Policy in the amount of $685,705.00 for grant period of 01/01/2016 to 12/31/2017.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Approval of certification of revenues as certified by the County Auditor's Office.
4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (Hidalgo County District Attorneys' HIDTA Initiative)
in the amount of $685,705.00 for fiscal year 2016.
5. Approval of salary redistribution of funds as per Exhibit A, effective next full pay period 05/02/16.
6. Approval to revise the salary schedules in accordance with Commissioners Court action.

BACKGROUND

This grant is non-R&D and approved subject to such conditions or limitations as are set forth for the Grant Terms and Conditions.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available as of 04/22/16.

FISCAL YEAR: 2016 ACCT. #: 6-1291-412-00-270-003-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available

Attachments

2016 Grant Agreement

Form SF-424
Certification Regarding Lobbying
Appropriation
Exhibit A
Salary Budget
PAR's
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2016 04:17 PM
Human Resources	Diana Munoz	04/22/2016 02:22 PM
Human Resources	Diana Munoz	04/22/2016 03:02 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Nelda Olivarez Started On: 04/19/2016 11:54 AM
Final Approval Date: 04/22/2016

March 7, 2016

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

Dear Mr. Garcia:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G16SS0002A) has been awarded in the amount of $685,705.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact me at (202) 395-4868.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number (FAIN): G16SS0002A 5. Period of Performance: From 01/01/2016 to 12/31/2017	
2. Total Amount of the Federal Funds Obligated: $685,705.00	6. Federal Award Date: March 7, 2016	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $685,705.00	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Title *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $685,705.00 11. Total Amount of Federal Award: $685,705.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached seven pages.		
13. Statutory Authority for Grant: *Public Law 114-113*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Mr. Ramon Garcia Hidalgo County ~~Auditor's Office~~ Judge	
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 *OND1070DB1617XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at *www.whitehouse.gov/ondcp/grants*.

8. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

9. FFATA / DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

12. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

    a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

    b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

    c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

    d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

    e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   b. Reached its final disposition during the most recent 5 year period; and

   c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

   See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

   Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

   Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

   (i) For ACH Returns:

   Routing Number: 051036706
   Account number: 303000
   Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

   (ii) For Fedwire Returns*:

   Routing Number: 021030004
   Account number: 75010501
   Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
   (* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

   For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

   Mail Check to Treasury approved lockbox:
   HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
   (** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

   Any additional information/instructions may be found on the PMS Web site at http://www.dpm.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Organization: Hidalgo County ~~Auditor's Office~~ Judge

Signature: _____ Date: _____

Name: Ramon Garcia

Initiative Cash by HIDTA

FY 2016

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G16SS0002A
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**		
Total			**685,705.00**		

Budget Detail

2016 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G16SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$685,705.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$42,000.00
Analyst - Intelligence	1	$35,885.00
Financial Staff	1	$11,000.00
Investigative - Law Enforcement Officer	7	$440,917.00
Total Personnel		**$529,802.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$12,600.00
Analyst - Intelligence	1	$10,475.00
Financial staff	1	$3,300.00
Investigative - Law Enforcement Officer	7	$129,528.00
Total Fringe		**$155,903.00**
Total Budget		**$685,705.00**

Hidalgo County DA HIDTA Task Force
Hidalgo County Auditor's Office G16SS0002A
Hidalgo County District Attorney's Office

Personnel

Position	# Positions	Total Salary	Prior Year Budgets 2015	2014	Comments
Administrative Staff	1	42,000	42,000	42,000	1. Lopez, S. Paid 100% from grant
Analyst - Criminal	0	0	0	0	
Analyst - Intelligence	1	35,885	34,917	34,917	2. Sanchez, K. Paid 100% from grant
Analyst - Program	0	0	0	0	
Attorney	0	0	0	0	
Coordinator	0	0	0	0	
Counselor	0	0	0	0	
Director	0	0	0	0	
Director - Demand Reduction	0	0	0	0	
Director - Deputy	0	0	0	0	
Director - Investigative Support Center	0	0	0	0	
Financial Manager	0	0	0	0	
Financial Staff	1	11,000	53,885	39,450	3. Olivarez, N. Paid 20% from grant
Information Technology Manager	0	0	0	0	
Information Technology staff	0	0	0	0	
Investigative - Law Enforcement Officer	7	440,917	399,000	413,000	4. Delgado,J 84.47% $92,917; 5. Martinez, G 100% $57,000; 6. Perez, M 100% $53,000.; 7. Rodriguez, R. 100% $55,000.; 8. Sampayo, R 100% $55,000.; 9. Sifuentes, J 100% $62,000 10. Trevino, C. 100% $66,000.
Investigative - Support	0	0	0	0	
Paralegal & Support	0	0	0	0	
Specialist	0	0	0	0	
Therapist	0	0	0	0	
Training Coordinator	0	0	0	0	
Training Staff	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**10**	**529,802**	**529,802**	**529,367**	

Fringe

Name/Position	Amount	Total Benefits	Prior Year Budgets 2015	2014	Comments
Administrative staff	1	12,600	12,600	12,600	1. Lopez, S. Paid 100% from grant
Analyst - Criminal	0	0	0	0	
Analyst - Intelligence	1	10,475	10,475	10,475	2. Sanchez, K. Paid 100% from grant
Analyst - Program	0	0	0	0	
Attorney	0	0	0	0	
Coordinator	0	0	0	0	
Counselor	0	0	0	0	
Director	0	0	0	0	
Director - Demand Reduction	0	0	0	0	
Director - Deputy	0	0	0	0	
Director - Investigative Support Center	0	0	0	0	
Financial Manager	0	0	0	0	
Financial staff	1	3,300	13,128	11,835	3. Olivarez, N. Paid 20% from grant
Information Technology Manager	0	0	0	0	
Information Technology staff	0	0	0	0	
Investigative - Law Enforcement Officer	7	129,528	119,700	121,428	4. Delgado,J 84.47% $26,085.; 5. Martinez, G 100% $17,100; 6. Perez, M 100% $15,900.; 7. Rodriguez, R. 100% $16,500.; 8. Sampayo, R 100% $16,500.; 9. Sifuentes, J 100% $18,600; 10. Trevino, C. 100% $18,843.
Investigative - support	0	0	0	0	
Overtime	0	0	0	0	
Paralegal & support	0	0	0	0	
Specialist	0	0	0	0	
Therapist	0	0	0	0	
Training Coordinator	0	0	0	0	
Training staff	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**10**	**155,903**	**155,903**	**156,338**	

Overtime

Position	# Positions	Total Amount	Prior Year Budgets 2015	2014	Comments
Investigative - Law Enforcement Officer	0	0	0	0	
Support	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	

Total	**0**	**0**	**0**	**0**

Travel

			Prior Year Budgets	
Purpose	**# Positions**	**Total Amount**	**2015**	**2014** **Comments**
Administrative	0	0	0	0
Investigative/Operational	0	0	0	0
Training	0	0	0	0
Treatment, prevention, demand reduction		0	0	0
Total	**0**	**0**	**0**	**0**

Facilities

			Prior Year Budgets	
Description	**# Leases**	**Total Amount**	**2015**	**2014** **Comments**
Improvements		0	0	0
Lease	0	0	0	0
Support		0	0	0
Utilities		0	0	0
Treatment, prevention, demand reduction		0	0	0
Total	**0**	**0**	**0**	**0**

Services

			Prior Year Budgets	
Description and Quantity	**# Services**	**Total Amount**	**2015**	**2014** **Comments**
Aviation		0	0	0
Communications - data lines		0	0	0
Communications - mobile phones & pagers		0	0	0
Communications - office phones		0	0	0
Contractor - Administrative staff	0	0	0	0
Contractor - Analyst - Criminal	0	0	0	0
Contractor - Analyst - Intelligence	0	0	0	0
Contractor - Analyst - Program	0	0	0	0
Contractor - Attorney	0	0	0	0
Contractor - Coordinator	0	0	0	0
Contractor - Counselor	0	0	0	0
Contractor - Director	0	0	0	0
Contractor - Director - Demand Reduction	0	0	0	0
Contractor - Director - Deputy	0	0	0	0
Contractor - Director - ISC	0	0	0	0
Contractor - Financial Manager	0	0	0	0
Contractor - Financial staff	0	0	0	0
Contractor - Information Technology Manager	0	0	0	0
Contractor - Information Technology staff	0	0	0	0
Contractor - Investigative - LEO	0	0	0	0
Contractor - Investigative - support	0	0	0	0
Contractor - Paralegal & support	0	0	0	0
Contractor - Specialist	0	0	0	0
Contractor - Therapist	0	0	0	0
Contractor - Training Coordinator	0	0	0	0
Contractor - Training staff	0	0	0	0
Deconfliction services		0	0	0
Equipment rentals		0	0	0
Insurance		0	0	0
Insurance - Director's liability		0	0	0
Investigative services		0	0	0
National security clearance (DHS)	0	0	0	0
Printing & document support		0	0	0
Service contracts		0	0	0
Service contracts: treatment/prevention/demand red		0	0	0
Shipping & postage		0	0	0
Software - maintenance		0	0	0
Subscriptions - database		0	0	0
Subscriptions - publications		0	0	0
Training		0	0	0
Vehicle allowance	0	0	0	0
Vehicle lease - passenger	0	0	0	0
Vehicle lease - specialty	0	0	0	0
Treatment, prevention, demand reduction		0	0	0
Total	**0**	**0**	**0**	**0**

Equipment

			Prior Year Budgets	
Description	**# Equipment**	**Total Amount**	**2015**	**2014** **Comments**

Communications - data lines		0	0	0	
Communications - mobile phones & pagers		0	0	0	
Communications - office phones		0	0	0	
Communications - radios		0	0	0	
Computers - desktop, laptop & notebook		0	0	0	
Computers - networking devices		0	0	0	
Computers - peripherals & printers		0	0	0	
Office - furniture		0	0	0	
Office - machines		0	0	0	
Technical investigative equipment		0	0	0	
Technical investigative equipment - audio		0	0	0	
Technical investigative equipment - visual		0	0	0	
Vehicles - passenger	0	0	0	0	
Vehicles - specialty	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**0**	**0**	**0**	**0**	

Supplies

			Prior Year Budgets		
Description		**Total Amount**	**2015**	**2014**	**Comments**
Investigative/Operational		0	0	0	
Office		0	0	0	
Software - licenses		0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Communications - data lines		0	0	0	
Communications - mobile phones & pagers		0	0	0	
Communications - office phones		0	0	0	
Communications - radios		0	0	0	
Computers - desktop, laptop & notebook		0	0	0	
Computers - networking devices		0	0	0	
Computers - peripherals & printers		0	0	0	
Office - furniture		0	0	0	
Office - machines		0	0	0	
Technical investigative equipment		0	0	0	
Technical investigative equipment - audio		0	0	0	
Technical investigative equipment - visual		0	0	0	
Vehicles - passenger	0	0	0	0	
Vehicles - specialty	0	0	0	0	
Total	**0**	**0**	**0**	**0**	

Other

			Prior Year Budgets		
Description		**Total Amount**	**2015**	**2014**	**Comments**
Administrative costs		0	0	0	
PE/PI/PS		0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total		**0**	**0**	**0**	
Grand Total	**20**	**685,705**	**685,705**	**685,705**	

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: N/A

5a. Federal Entity Identifier: N/A

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Hidalgo County District Attorney HIDTA Task Force

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000717

* c. Organizational DUNS: 1031108340000

d. Address:

* Street1: 3100 S Business 281 Foxtrot Building
Street2:
* City: Edinburg,
County/Parish: Hidalgo
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 78539

e. Organizational Unit:

Department Name: HidalgoCountyDistAttorny Offic

Division Name: HIDTA Task Force

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Charles
Middle Name: E,
* Last Name: Trevino
Suffix:

Title: HidalgoCountyHIDTA Task Force ActingCommander

Organizational Affiliation:
Hidalgo County District Attorney's Office.

* Telephone Number: 956 381-0444
Fax Number: 956 381-8722

* Email: ctrevino@hidtataskforce.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Areas Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15th

* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2016

* b. End Date: 12/31/2017

18. Estimated Funding ($):

* a. Federal	685,705.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	1,084,662.83
* g. TOTAL	1,770,367.83

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Ramon
Middle Name:	
* Last Name:	Garcia
Suffix:	
* Title:	Hidalgo County Judge
* Telephone Number:	956 318-2600
Fax Number:	956 318-2699
* Email:	countyjudge@co.hidalgo.tx.us
* Signature of Authorized Representative:	
* Date Signed:	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION				
Hidalgo County Criminal District Attorney's HIDTA Task Force				
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE				
Prefix: Mr.	* First Name: Ramon		Middle Name:	
* Last Name: Garcia			Suffix:	
* Title: Hidalgo County Judge				
* SIGNATURE:		* DATE:		

DATE: April 19, 2016

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-6-xxx

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)
6-1291-412-00-270-003-6-	113	Full - time Employees	$	529,802.00
6-1291-412-00-270-003-6-	211	Health Insurance		53,478.00
6-1291-412-00-270-003-6-	212	Life Insurance		326.00
6-1291-412-00-270-003-6-	220	FICA / Social Security Contributions		40,530.00
6-1291-412-00-270-003-6-	230	Retirement		44,453.00
6-1291-412-00-270-003-6-	250	Unemployment Compensation		3,179.00
6-1291-412-00-270-003-6-	260	Workers' Compensation		13,937.00
		TOTAL APPROPRIATIONS	**$**	**685,705.00**
6-1291-331-10-270-003-6-	000	**TOTAL ESTIMATED REVENUES**	**$**	**685,705.00**
			$	-

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).
Retirement is budgeted less than the required amount. The HIDTA Policy and Budget Guidance states that the fringe benefit package (per employee) should not exceed 30 percent of the salary. The deficit in retirement will be offset with the 30% reclassifications.

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Hidalgo County
HIDTA Task Force
EXHIBIT A
Redistribution of Cost Allocations

Slot No.	Position Title		Salary	Dept./Fund	Current Allocation Amount Per Fund	Proposed Allocation Amount Per Fund
G001	Commander	$	115,500.00	HIDTA Grant (1291)	92,917.00	67,700.00
G025				HIDTA Chapter 59 (1251)	22,583.00	47,800.00
G003	Criminal Investigator I	$	60,000.00	HIDTA Grant (1291)	53,000.00	60,000.00
G029				HIDTA Chapter 59 (1251)	7,000.00	0.00
G004	Criminial Investigator II	$	60,000.00	HIDTA Grant (1291)	55,000.00	60,000.00
G030				HIDTA Chapter 59 (1251)	5,000.00	0.00
G006	Criminal Investigator II	$	60,000.00	HIDTA Grant (1291)	57,000.00	60,000.00
G031				HIDTA Chapter 59 (1251)	3,000.00	0.00
G008	Assistant Commander	$	69,000.00	HIDTA Grant (1291)	66,000.00	69,000.00
G032				HIDTA Chapter 59 (1251)	3,000.00	0.00
G009	Accountant	$	62,000.00	HIDTA Grant (1291)	11,000.00	11,217.00
G026				HIDTA Chapter 59 (1251)	51,000.00	50,783.00
G010	Intelligence Research Specialist	$	37,000.00	HIDTA Grant (1291)	35,885.00	35,885.00
G033				HIDTA Chapter 59 (1251)	1,115.00	1,115.00
G011	Administrative Assistant IV	$	45,000.00	HIDTA Grant (1291)	42,000.00	42,000.00
G034				HIDTA Chapter 59 (1251)	3,000.00	3,000.00
G013	Criminal Investigator II	$	60,000.00	HIDTA Grant (1291)	55,000.00	60,000.00
G035				HIDTA Chapter 59 (1251)	5,000.00	0.00
G014	Criminal Investigator III	$	64,000.00	HIDTA Grant (1291)	62,000.00	64,000.00
G036				HIDTA Chapter 59 (1251)	2,000.00	0.00

		Distribution Percentage		Distribution Percentage
HIDTA Grant (1291)	529,802.00	83.76%	529,802.00	83.76%
HIDTA Chapter 59 (1251)	102,698.00	16.24%	102,698.00	16.24%
	632,500.00	100.00%	632,500.00	100.00%

DATE April 8, 2016
DEPARTMENT HIDTA TASK FORCE
FUND **1291-412-00-270-003-6-XXX (2016 Grant) and 1251-412-00-270-011-0-XXX (Chapter 59-Asset Forfeiture)**
Dept. NO. **270**

2016 SALARY BUDGET for 2016 GRANT APPROPRIATION *FOR BUDGET PURPOSES ONLY*

SLOT NUMBER	POSITION	FY 2016 WAGES GRANT FUNDS 113	FY 2016 WAGES ASSET FUNDS	$60.00 Total Longevity 115	LONGEVITY PAY GRANT	LONGEVITY PAY ASSET 60.00	Grant salary & Longevity	Asset salary & Logevity	HEALTH INSURANCE GRANT 6,168.00 211	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 37.56 212	LIFE INSURANCE ASSET	FICA GRANT 7.65% 220	FICA ASSET	RETIREMENT GRANT 10.56% 230	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.60% 250	UNEMPLOY COMP ASSET	WORKERS' COMP GRANT 0.21% (Clerical) 260	WORKERS' COMP ASSET 3.12% (Law Enforce)	FRINGE BENEFITS 2016 GRANT	FRINGE BENEFITS 2016 ASSET	TOTAL FRINGE 2016
G001	Commander	67,700.00	47,800.00	0.00	0.00	0.00	67,700.00	47,800.00	3,615.36	2,552.64	22.02	15.54	5,179.05	3,656.70	7,149.12	5,047.68	406.20	286.80	2,112.24	1,491.36	18,483.98	13,050.73	31,534.71
G003	Criminal Investigator I	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G004	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G006	Criminal Investigator II	60,000.00	0.00	480.00	0.00	480.00	60,000.00	480.00	6,168.00	0.00	37.56	0.00	4,590.00	36.72	6,336.00	0.00	360.00	2.88	1,872.00	14.98	19,363.56	534.58	19,898.14
G008	Assistant Commander	69,000.00	0.00	0.00	0.00	0.00	69,000.00	0.00	6,168.00	0.00	37.56	0.00	5,278.50	0.00	7,286.40	0.00	414.00	0.00	2,152.80	0.00	21,337.26	0.00	21,337.26
G009	Accountant III	11,217.00	50,783.00	1,080.00	0.00	1,080.00	11,217.00	51,863.00	1,115.91	5,052.09	6.80	30.76	858.10	3,967.52	1,184.52	533.50	67.30	311.18	23.56	108.91	3,256.18	11,083.96	14,340.14
G010	Intel Specialist	35,885.00	1,115.00	0.00	0.00	0.00	35,885.00	1,115.00	5,982.13	185.87	36.43	1.13	2,745.20	85.30	3,789.46	19.63	215.31	6.69	75.36	2.34	12,843.88	300.96	13,144.84
G011	Administrative Assistant IV	42,000.00	3,000.00	1,020.00	0.00	1,020.00	42,000.00	4,020.00	5,756.80	411.20	35.06	2.50	3,213.00	307.53	4,435.20	43.42	252.00	24.12	88.20	8.44	13,780.26	1,817.22	15,597.47
G013	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G014	Criminal Investigator III	64,000.00	0.00	0.00	0.00	0.00	64,000.00	0.00	6,168.00	0.00	37.56	0.00	4,896.00	0.00	6,758.40	0.00	384.00	0.00	1,996.80	0.00	20,240.76	0.00	20,240.76
	TOTAL	**$ 529,802.00**	**$ 102,698.00**	**$ 2,580.00**	**$ -**	**$ 2,580.00**	**$ 529,802.00**	**$ 105,278.00**	**$ 53,478.19**	**$ 8,201.81**	**$ 325.66**	**$ 49.94**	**$ 40,529.85**	**$ 8,053.77**	**$ 55,947.09**	**$ 5,644.23**	**$ 3,178.81**	**$ 631.67**	**$ 13,936.95**	**$ 1,626.03**	**$ 167,396.56**	**$ 26,787.45**	**$ 194,184.01**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270) / HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: COMMANDER CURRENT SLOT #: 003-G001 / 011-G025

REQUESTED POSITION TITLE: COMMANDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistributions of Cost Allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 92,917.00	$ 67,700.00	$ (25,217.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 22,583.00	$ 47,800.00	$ 25,217.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/22/16	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270) / HIDTA Chapter 59 (270-011) (093) Dm.
DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I
CURRENT SLOT #: 003-G003 / 011-G029

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) dc

$	53,000.00	$	60,000.00	$	7,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	7,000.00	$	0.00	$	(7,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

Dr.

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270~~-003~~) / HIDTA Chapter 59 (270-D11) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G004 / 011-G030

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) OC

$	55,000.00	$	60,000.00	$	5,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	5,000.00	$	0.00	$	(5,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	[signature]	4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	4/22/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 22 2016
DBM
HUMAN RESOURCES

DBM.

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)/HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G006 / 011-G031

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

OC

Salary Amount: (1291)

$	57,000.00	$	60,000.00	$	3,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	3,000.00	$	0.00	$	(3,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO	
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/22/2016	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270~~-003~~) / HIDTA Chapter 59 (270.011) DATE: 4/21/2016

CURRENT POSITION TITLE: ASSISTANT COMMANDER CURRENT SLOT #: 003-G008 / 011-G032

REQUESTED POSITION TITLE: ASSISTANT COMMANDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 66,000.00	$ 69,000.00	$ 3,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 3,000.00	$ 0.00	$ (3,000.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature] DEPARTMENT HEAD	04/21/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	[signature] HUMAN RESOURCES DIRECTOR	4/22/2016 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	4/22/2016 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-003 / HIDTA Chapter 59 (270.011) DATE: 4/21/2016

CURRENT POSITION TITLE: ACCOUNTANT III CURRENT SLOT #: 003-G009 / 011-G026

REQUESTED POSITION TITLE: ACCOUNTANT III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 11,000.00	$ 11,217.00	$ 217.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 51,000.00	$ 50,783.00	$ (217.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/22/2016	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) / HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G013 / 011-G035

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 55,000.00	$ 60,000.00	$ 5,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 5,000.00	$ 0.00	$ (5,000.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/22/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
APR 22 2016
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270~~-003~~) | HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III CURRENT SLOT #: 003-G014 / 011-G036

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) OC

$ 62,000.00	$ 64,000.00	$ 2,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 2,000.00	$ 0.00	$ (2,000.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/27/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date 4/22/2016	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 22, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Executive Office of the President - Office of National Drug Control Policy. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$685,705.00	Award No. G16SS0002A - High Intensity Drug Trafficking Areas (HIDTA)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/25/16
Date

Ray Eufracio, CPA
Hidalgo County Auditor

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92nd D.C. | RODOLFO DELGADO JUDGE, 93rd D.C. | J. R. "BOBBY" FLORES JUDGE, 138th D.C. | ROSE GUERRA REYNA JUDGE, 206th D.C. | JUAN R. PARTIDA JUDGE, 273rd D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332nd D.C. | NOE GONZALEZ JUDGE, 370th D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389th D.C. | AIDA SALINAS FLORES JUDGE, 398th D.C. | ISRAEL RAMON, JR. JUDGE, 430th D.C. | JESSE CONTRERAS JUDGE, 449th D.C.

Minerva Diaz

From: Nelda Olivarez [nolivarez@hidtataskforce.us]
Sent: Friday, April 22, 2016 2:25 PM
To: minerva.diaz@auditor.co.hidalgo.tx.us
Cc: 'Deborah Fischer'
Subject: HIDTA Grant number G16SS0002A /AI#54270

A Certification of Revenues in the amount of $685,705.00 is required for the above grant.

Thank you,

Nelda Olivarez
Accountant
Hidalgo County
HIDTA Task Force
P O Box 5719
McAllen, TX 78502
Primary Email: nolivarez@hidtataskforce.us
Office (956) 381-0444
Fax (956) 381-8722

This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Hidalgo County Criminal District Attorney HIDTA Task Force. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

AI-54270

HIDTA - Task Force 9. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept grant agreement for award no. G16SS0002A between Hidalgo County and the Executive Office of the President, Office of National Drug Control Policy in the amount of $685,705.00 for grant period of 01/01/2016 to 12/31/2017.
2. Authorization for County Judge, as authorized official, to sign grant award form and related documents.
3. Approval of certification of revenues as certified by the County Auditor's Office.
4. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (Hidalgo County District Attorneys' HIDTA Initiative)
in the amount of $685,705.00 for fiscal year 2016.
5. Approval of salary redistribution of funds as per Exhibit A, effective next full pay period 05/02/16.
6. Approval to revise the salary schedules in accordance with Commissioners Court action.

BACKGROUND

This grant is non-R&D and approved subject to such conditions or limitations as are set forth for the Grant Terms and Conditions.

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1251-412-00-270-011-0-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Funds available as of 04/22/16.

FISCAL YEAR:	2016	ACCT. #:	6-1291-412-00-270-003-6-XXX

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

BUDGETARY IMPACT:

Funds available

Attachments

2016 Grant Agreement

Form SF-424

Certification Regarding Lobbying

Appropriation

Exhibit A

PAR FORMS

Salary Budget

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/19/2016 04:17 PM
Human Resources	Diana Munoz	04/22/2016 02:22 PM
Human Resources	Diana Munoz	04/22/2016 03:02 PM
Final Approval		
Form Started By: Nelda Olivarez		Started On: 04/19/2016 11:54 AM

[redacted]

March 7, 2016

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

Dear Mr. Garcia:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G16SS0002A) has been awarded in the amount of $685,705.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact me at (202) 395-4868.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Executive Office of the President **Office of National Drug Control Policy**	**Grant Agreement**	
1. Recipient Name and Address Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number (FAIN): G16SS0002A 5. Period of Performance: From 01/01/2016 to 12/31/2017	
2. Total Amount of the Federal Funds Obligated: $685,705.00	6. Federal Award Date: March 7, 2016	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $685,705.00	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Title *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $685,705.00 11. Total Amount of Federal Award: $685,705.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached seven pages.		
13. Statutory Authority for Grant: *Public Law 114-113*		

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Mr. Ramon Garcia Hidalgo County ~~Auditor's Office~~ Judge
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 *OND1070DB1617XX OND6113* *OND2000000000 OC 410001*

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

   For more information on the Part 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:

   - 28 CFR Part 69 – "New Restrictions on Lobbying"
   - 2 CFR Part 25 – "Universal Identifier and System of Award Management"
   - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb/.

4. Recipients are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at *www.whitehouse.gov/ondcp/grants*.

8. Conflict of Interest and Mandatory Disclosures

   A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.

ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

9. FFATA / DATA Act Compliance. Each applicant is required to (i) Be registered in the System for Award Management (SAM) before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

12. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

    a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

    b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.

    c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.

    d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

    e) Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

   Submit the information required about each proceeding that:

   a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   b. Reached its final disposition during the most recent 5 year period; and

   c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

   See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

   Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

   Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

   (i) For ACH Returns:

   Routing Number: 051036706
   Account number: 303000
   Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

   (ii) For Fedwire Returns*:

   Routing Number: 021030004
   Account number: 75010501
   Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
   (* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

   For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

   Mail Check to Treasury approved lockbox:
   HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
   (** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

   Any additional information/instructions may be found on the PMS Web site at http://www.dpm.psc.gov/.

4. The grantee or subgrantee may keep interest amounts up to $500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Organization: Hidalgo County ~~Auditor's Office~~ Judge

Signature: _____ Date: _____

Name: Ramon Garcia

Initiative Cash by HIDTA

FY 2016

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Investigation	G16SS0002A
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**		
Total			**685,705.00**		

Budget Detail

2016 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G16SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		***$685,705.00***
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$42,000.00
Analyst - Intelligence	1	$35,885.00
Financial Staff	1	$11,000.00
Investigative - Law Enforcement Officer	7	$440,917.00
Total Personnel		**$529,802.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$12,600.00
Analyst - Intelligence	1	$10,475.00
Financial staff	1	$3,300.00
Investigative - Law Enforcement Officer	7	$129,528.00
Total Fringe		**$155,903.00**
Total Budget		**$685,705.00**

Hidalgo County DA HIDTA Task Force
Hidalgo County Auditor's Office G16SS0002A
Hidalgo County District Attorney's Office

Personnel

Position	# Positions	Total Salary	Prior Year Budgets 2015	2014	Comments
Administrative Staff	1	42,000	42,000	42,000	1. Lopez, S. Paid 100% from grant
Analyst - Criminal	0	0	0	0	
Analyst - Intelligence	1	35,885	34,917	34,917	2. Sanchez, K. Paid 100% from grant
Analyst - Program	0	0	0	0	
Attorney	0	0	0	0	
Coordinator	0	0	0	0	
Counselor	0	0	0	0	
Director	0	0	0	0	
Director - Demand Reduction	0	0	0	0	
Director - Deputy	0	0	0	0	
Director - Investigative Support Center	0	0	0	0	
Financial Manager	0	0	0	0	
Financial Staff	1	11,000	53,885	39,450	3. Olivarez, N. Paid 20% from grant
Information Technology Manager	0	0	0	0	
Information Technology staff	0	0	0	0	
					4. Delgado,J 84.47% $92,917; 5. Martinez, G 100% $57,000; 6. Perez, M 100% $53,000.; 7. Rodriguez, R. 100% $55,000.; 8. Sampayo, R 100% $55,000.; 9. Sifuentes, J 100% $62,000
Investigative - Law Enforcement Officer	7	440,917	399,000	413,000	10. Trevino, C. 100% $66,000.
Investigative - Support	0	0	0	0	
Paralegal & Support	0	0	0	0	
Specialist	0	0	0	0	
Therapist	0	0	0	0	
Training Coordinator	0	0	0	0	
Training Staff	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**10**	**529,802**	**529,802**	**529,367**	

Fringe

Name/Position	Amount	Total Benefits	Prior Year Budgets 2015	2014	Comments
Administrative staff	1	12,600	12,600	12,600	1. Lopez, S. Paid 100% from grant
Analyst - Criminal	0	0	0	0	
Analyst - Intelligence	1	10,475	10,475	10,475	2. Sanchez, K. Paid 100% from grant
Analyst - Program	0	0	0	0	
Attorney	0	0	0	0	
Coordinator	0	0	0	0	
Counselor	0	0	0	0	
Director	0	0	0	0	
Director - Demand Reduction	0	0	0	0	
Director - Deputy	0	0	0	0	
Director - Investigative Support Center	0	0	0	0	
Financial Manager	0	0	0	0	
Financial staff	1	3,300	13,128	11,835	3. Olivarez, N. Paid 20% from grant
Information Technology Manager	0	0	0	0	
Information Technology staff	0	0	0	0	
					4. Delgado,J 84.47% $26,085.; 5. Martinez, G 100% $17,100; 6. Perez, M 100% $15,900.; 7. Rodriguez, R. 100% $16,500.; 8. Sampayo, R 100% $16,500.; 9. Sifuentes, J 100% $18,600;
Investigative - Law Enforcement Officer	7	129,528	119,700	121,428	10. Trevino, C. 100% $18,843.
Investigative - support	0	0	0	0	
Overtime	0	0	0	0	
Paralegal & support	0	0	0	0	
Specialist	0	0	0	0	
Therapist	0	0	0	0	
Training Coordinator	0	0	0	0	
Training staff	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**10**	**155,903**	**155,903**	**156,338**	

Overtime

Position	# Positions	Total Amount	Prior Year Budgets 2015	2014	Comments
Investigative - Law Enforcement Officer	0	0	0	0	
Support	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	

Total	**0**	**0**	**0**	**0**

Travel

			Prior Year Budgets		
Purpose	**# Positions**	**Total Amount**	**2015**	**2014**	**Comments**
Administrative	0	0	0	0	
Investigative/Operational	0	0	0	0	
Training	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**0**	**0**	**0**	**0**	

Facilities

			Prior Year Budgets		
Description	**# Leases**	**Total Amount**	**2015**	**2014**	**Comments**
Improvements		0	0	0	
Lease	0	0	0	0	
Support		0	0	0	
Utilities		0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**0**	**0**	**0**	**0**	

Services

			Prior Year Budgets		
Description and Quantity	**# Services**	**Total Amount**	**2015**	**2014**	**Comments**
Aviation		0	0	0	
Communications - data lines		0	0	0	
Communications - mobile phones & pagers		0	0	0	
Communications - office phones		0	0	0	
Contractor - Administrative staff	0	0	0	0	
Contractor - Analyst - Criminal	0	0	0	0	
Contractor - Analyst - Intelligence	0	0	0	0	
Contractor - Analyst - Program	0	0	0	0	
Contractor - Attorney	0	0	0	0	
Contractor - Coordinator	0	0	0	0	
Contractor - Counselor	0	0	0	0	
Contractor - Director	0	0	0	0	
Contractor - Director - Demand Reduction	0	0	0	0	
Contractor - Director - Deputy	0	0	0	0	
Contractor - Director - ISC	0	0	0	0	
Contractor - Financial Manager	0	0	0	0	
Contractor - Financial staff	0	0	0	0	
Contractor - Information Technology Manager	0	0	0	0	
Contractor - Information Technology staff	0	0	0	0	
Contractor - Investigative - LEO	0	0	0	0	
Contractor - Investigative - support	0	0	0	0	
Contractor - Paralegal & support	0	0	0	0	
Contractor - Specialist	0	0	0	0	
Contractor - Therapist	0	0	0	0	
Contractor - Training Coordinator	0	0	0	0	
Contractor - Training staff	0	0	0	0	
Deconfliction services		0	0	0	
Equipment rentals		0	0	0	
Insurance		0	0	0	
Insurance - Director's liability		0	0	0	
Investigative services		0	0	0	
National security clearance (DHS)	0	0	0	0	
Printing & document support		0	0	0	
Service contracts		0	0	0	
Service contracts: treatment/prevention/demand red		0	0	0	
Shipping & postage		0	0	0	
Software - maintenance		0	0	0	
Subscriptions - database		0	0	0	
Subscriptions - publications		0	0	0	
Training		0	0	0	
Vehicle allowance	0	0	0	0	
Vehicle lease - passenger	0	0	0	0	
Vehicle lease - specialty	0	0	0	0	
Treatment, prevention, demand reduction		0	0	0	
Total	**0**	**0**	**0**	**0**	

Equipment

			Prior Year Budgets		
Description	**# Equipment**	**Total Amount**	**2015**	**2014**	**Comments**

Communications - data lines		0	0	0
Communications - mobile phones & pagers		0	0	0
Communications - office phones		0	0	0
Communications - radios		0	0	0
Computers - desktop, laptop & notebook		0	0	0
Computers - networking devices		0	0	0
Computers - peripherals & printers		0	0	0
Office - furniture		0	0	0
Office - machines		0	0	0
Technical investigative equipment		0	0	0
Technical investigative equipment - audio		0	0	0
Technical investigative equipment - visual		0	0	0
Vehicles - passenger	0	0	0	0
Vehicles - specialty	0	0	0	0
Treatment, prevention, demand reduction		0	0	0
Total	**0**	**0**	**0**	**0**

Supplies

		Prior Year Budgets		
Description	**Total Amount**	**2015**	**2014**	**Comments**
Investigative/Operational	0	0	0	
Office	0	0	0	
Software - licenses	0	0	0	
Treatment, prevention, demand reduction	0	0	0	
Communications - data lines	0	0	0	
Communications - mobile phones & pagers	0	0	0	
Communications - office phones	0	0	0	
Communications - radios	0	0	0	
Computers - desktop, laptop & notebook	0	0	0	
Computers - networking devices	0	0	0	
Computers - peripherals & printers	0	0	0	
Office - furniture	0	0	0	
Office - machines	0	0	0	
Technical investigative equipment	0	0	0	
Technical investigative equipment - audio	0	0	0	
Technical investigative equipment - visual	0	0	0	
Vehicles - passenger	0	0	0	0
Vehicles - specialty	0	0	0	0
Total	**0**	**0**	**0**	**0**

Other

		Prior Year Budgets		
Description	**Total Amount**	**2015**	**2014**	**Comments**
Administrative costs	0	0	0	
PE/PI/PS	0	0	0	
Treatment, prevention, demand reduction	0	0	0	
Total	**0**	**0**	**0**	
Grand Total	**20**	**685,705**	**685,705**	**685,705**

OMB Number: [redacted]
Expiration Date

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
	N/A

5a. Federal Entity Identifier:	5b. Federal Award Identifier:
N/A	

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Hidalgo County District Attorney HIDTA Task Force

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
74-6000717	1031108340000

d. Address:

* Street1:	3100 S Business 281 Foxtrot Building
Street2:	
* City:	Edinburg,
County/Parish:	Hidalgo
* State:	TX: Texas
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	78539

e. Organizational Unit:

Department Name:	Division Name:
HidalgoCountyDistAttorny Offic	HIDTA Task Force

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Charles
Middle Name:	E.		
* Last Name:	Trevino		
Suffix:			

Title: HidalgoCountyHIDTA Task Force ActingCommander

Organizational Affiliation:

Hidalgo County District Attorney's Office.

* Telephone Number:	956 381-0444	Fax Number:	956 381-8722

* Email: ctrevino@hidtataskforce.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

ONDCP

11. Catalog of Federal Domestic Assistance Number:

95.001

CFDA Title:

*** 12. Funding Opportunity Number:**

HIDTA

* Title:

13. Competition Identification Number:

N/A

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

High Intensity Drug Trafficking Areas Program

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 15th
* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2016
* b. End Date: 12/31/2017

18. Estimated Funding ($):

* a. Federal	685,705.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	1,084,662.83
* g. TOTAL	1,770,367.83

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Ramon
Middle Name:	
* Last Name:	Garcia
Suffix:	
* Title:	Hidalgo County Judge
* Telephone Number:	956 318-2600
Fax Number:	956 318-2699
* Email:	countyjudge@co.hidalgo.tx.us
* Signature of Authorized Representative:	
* Date Signed:	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	Hidalgo County Criminal District Attorney's HIDTA Task Force
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	Mr.
* First Name:	Ramon
Middle Name:	
* Last Name:	Garcia
Suffix:	
* Title:	Hidalgo County Judge
* SIGNATURE:	
* DATE:	

DATE: April 19, 2016

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1291-412-00-270-003-6-xxx

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)
6-1291-412-00-270-003-6-	113	Full - time Employees	$	529,802.00
6-1291-412-00-270-003-6-	211	Health Insurance		53,478.00
6-1291-412-00-270-003-6-	212	Life Insurance		326.00
6-1291-412-00-270-003-6-	220	FICA / Social Security Contributions		40,530.00
6-1291-412-00-270-003-6-	230	Retirement		44,453.00
6-1291-412-00-270-003-6-	250	Unemployment Compensation		3,179.00
6-1291-412-00-270-003-6-	260	Workers' Compensation		13,937.00
		TOTAL APPROPRIATIONS	**$**	**685,705.00**
6-1291-331-10-270-003-6-	000	**TOTAL ESTIMATED REVENUES**	**$**	**685,705.00**
			$	-

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).
Retirement is budgeted less than the required amount. The HIDTA Policy and Budget Guidance states that the fringe benefit package (per employee) should not exceed 30 percent of the salary. The deficit in retirement will be offset with the 30% reclassifications.

_____ __/__/__

APPROVED BY COMMISSIONER'S COURT DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

Hidalgo County
HIDTA Task Force
EXHIBIT A
Redistribution of Cost Allocations

Slot No.	Position Title	Salary	Dept./Fund	Current Allocation Amount Per Fund	Proposed Allocation Amount Per Fund
G001	Commander	$ 115,500.00	HIDTA Grant (1291)	92,917.00	67,700.00
G025			HIDTA Chapter 59 (1251)	22,583.00	47,800.00
G003	Criminal Investigator I	$ 60,000.00	HIDTA Grant (1291)	53,000.00	60,000.00
G029			HIDTA Chapter 59 (1251)	7,000.00	0.00
G004	Criminial Investigator II	$ 60,000.00	HIDTA Grant (1291)	55,000.00	60,000.00
G030			HIDTA Chapter 59 (1251)	5,000.00	0.00
G006	Criminal Investigator II	$ 60,000.00	HIDTA Grant (1291)	57,000.00	60,000.00
G031			HIDTA Chapter 59 (1251)	3,000.00	0.00
G008	Assistant Commander	$ 69,000.00	HIDTA Grant (1291)	66,000.00	69,000.00
G032			HIDTA Chapter 59 (1251)	3,000.00	0.00
G009	Accountant	$ 62,000.00	HIDTA Grant (1291)	11,000.00	11,217.00
G026			HIDTA Chapter 59 (1251)	51,000.00	50,783.00
G010	Intelligence Research Specialist	$ 37,000.00	HIDTA Grant (1291)	35,885.00	35,885.00
G033			HIDTA Chapter 59 (1251)	1,115.00	1,115.00
G011	Administrative Assistant IV	$ 45,000.00	HIDTA Grant (1291)	42,000.00	42,000.00
G034			HIDTA Chapter 59 (1251)	3,000.00	3,000.00
G013	Criminal Investigator II	$ 60,000.00	HIDTA Grant (1291)	55,000.00	60,000.00
G035			HIDTA Chapter 59 (1251)	5,000.00	0.00
G014	Criminal Investigator III	$ 64,000.00	HIDTA Grant (1291)	62,000.00	64,000.00
G036			HIDTA Chapter 59 (1251)	2,000.00	0.00

		Distribution Percentage	[redacted]	Distribution Percentage
HIDTA Grant (1291)	529,802.00	83.76%	[redacted].00	83.76%
HIDTA Chapter 59 (1251)	102,698.00	16.24%	[redacted].00	16.24%
	632,500.00	100.00%	[redacted].00	100.00%

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270) / HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: COMMANDER CURRENT SLOT #: 003-G001 / 011-G025

REQUESTED POSITION TITLE: COMMANDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Redistributions of Cost Allocations

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

[redacted]

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 92,917.00	$ 67,700.00	$ (25,217.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 22,583.00	$ 47,800.00	$ 25,217.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	[signature]	04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.	[signature]	4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.			BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270) / HIDTA Chapter 59 (270-01) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT #: 003-G003 / 011-G029

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)	$ 53,000.00 Current Budgeted Salary	$ 60,000.00 Proposed Budgeted Salary	$ 7,000.00 Net Change
Salary Amount: (1251)	$ 7,000.00 Current Budgeted Salary	$ 0.00 Proposed Budgeted Salary	$ (7,000.00) Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[V] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY

Personnel Adjustment Request Form

Dr.

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) / HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G004 / 011-G030

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) OC

$	55,000.00	$	60,000.00	$	5,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	5,000.00	$	0.00	$	(5,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)/HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G006 / 011-G031

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 57,000.00	$ 60,000.00	$ 3,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 3,000.00	$ 0.00	$ (3,000.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	04/21/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	4/22/2016 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-005) / HIDTA Chapter 59 (270.011) DATE: 4/21/2016

CURRENT POSITION TITLE: ASSISTANT COMMANDER CURRENT SLOT #: 003-G008 / 011-G032

REQUESTED POSITION TITLE: ASSISTANT COMMANDER

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) $ 66,000.00 (Current Budgeted Salary) $ 69,000.00 (Proposed Budgeted Salary) $ 3,000.00 (Net Change)

Salary Amount: (1251) $ 3,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (3,000.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:
Exempt ☒
Non-Exempt ☐
N/A ☐

FLSA:
Exempt ☐
Non-Exempt ☒

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270)-003 / HIDTA Chapter 59 (270.011) DATE: 4/21/2016

CURRENT POSITION TITLE: ACCOUNTANT III CURRENT SLOT #: 003-G009 / 011-G026

REQUESTED POSITION TITLE: ACCOUNTANT III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$ 11,000.00	$ 11,217.00	$ 217.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (1251)

$ 51,000.00	$ 50,783.00	$ (217.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 04/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

Dpa.

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) / HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 003-G013 / 011-G035

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291)

$	55,000.00	$	60,000.00	$	5,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	5,000.00	$	0.00	$	(5,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	Date 4/21/16	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	Date 4/22/2016	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

P*

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003) | HIDTA Chapter 59 (270-011) DATE: 4/21/2016

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III CURRENT SLOT #: 003-G014 / 011-G036

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Redistribution of cost allocations

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

POSITION SALARY REQUEST:

Salary Amount: (1291) OC

$	62,000.00	$	64,000.00	$	2,000.00
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Salary Amount: (1251)

$	2,000.00	$	0.00	$	(2,000.00)
	Current Budgeted Salary		Proposed Budgeted Salary		Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS: N/A

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

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

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

Redistribution of cost allocations to comply with grant.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	4/27/16 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	4/22/2016 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

DATE April 8, 2016
DEPARTMENT HIDTA TASK FORCE
FUND 1291-412-00-270-003-6-XXX (2016 Grant) and 1251-412-00-270-011-0-XXX (Chapter 59-Asset Forfeiture)
Dept. NO. 270

2016 SALARY BUDGET for 2016 GRANT APPROPRIATION *FOR BUDGET PURPOSES ONLY*

SLOT NUMBER	POSITION	FY 2016 WAGES GRANT FUNDS	FY 2016 WAGES ASSET FUNDS	$60.00 Total Longevity	LONGEVITY PAY GRANT	LONGEVITY PAY ASSET $60.00	Grant salary & Longevity	Asset salary & Longevity	HEALTH INSURANCE GRANT 6,168.00	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 37.56	LIFE INSURANCE ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 10.36%	RETIREMENT ASSET	UNEMPLOY COMP GRANT 0.60%	UNEMPLOY COMP ASSET	WORKERS' COMP GRANT 0.21%	WORKERS' COMP ASSET 3.12%	FRINGE BENEFITS 2016 GRANT	FRINGE BENEFITS 2016 ASSET	TOTAL FRINGE 2016
G001	Commander	67,700.00	47,800.00	0.00	0.00	0.00	67,700.00	47,800.00	3,615.36	2,552.64	22.02	15.54	5,179.05	3,656.70	7,149.12	5,047.68	406.20	286.80	2,112.24	1,491.36	18,483.98	13,050.73	31,534.71
G003	Criminal Investigator I	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G004	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G006	Criminal Investigator II	60,000.00	0.00	480.00	0.00	480.00	60,000.00	480.00	6,168.00	0.00	37.56	0.00	4,590.00	36.72	6,336.00	0.00	360.00	2.88	1,872.00	14.98	19,363.56	534.58	19,898.14
G008	Assistant Commander	69,000.00	0.00	0.00	0.00	0.00	69,000.00	0.00	6,168.00	0.00	37.56	0.00	5,278.50	0.00	7,286.40	0.00	414.00	0.00	2,152.80	0.00	21,337.26	0.00	21,337.26
G009	Accountant III	11,217.00	50,783.00	1,080.00	0.00	1,080.00	11,217.00	51,863.00	1,115.91	5,052.09	6.80	30.76	858.10	3,967.52	1,184.52	533.50	67.30	311.18	23.56	108.91	3,256.18	11,083.96	14,340.14
G010	Intel Specialist	35,885.00	1,115.00	0.00	0.00	0.00	35,885.00	1,115.00	5,982.13	185.87	36.43	1.13	2,745.20	85.30	3,789.46	19.63	215.31	6.69	75.36	2.34	12,843.88	300.96	13,144.84
G011	Administrative Assistant IV	42,000.00	3,000.00	1,020.00	0.00	1,020.00	42,000.00	4,020.00	5,756.80	411.20	35.06	2.50	3,213.00	307.53	4,435.20	43.42	252.00	24.12	88.20	8.44	13,780.26	1,817.22	15,597.47
G013	Criminal Investigator II	60,000.00	0.00	0.00	0.00	0.00	60,000.00	0.00	6,168.00	0.00	37.56	0.00	4,590.00	0.00	6,336.00	0.00	360.00	0.00	1,872.00	0.00	19,363.56	0.00	19,363.56
G014	Criminal Investigator III	64,000.00	0.00	0.00	0.00	0.00	64,000.00	0.00	6,168.00	0.00	37.56	0.00	4,896.00	0.00	6,758.40	0.00	384.00	0.00	1,996.80	0.00	20,240.76	0.00	20,240.76
	TOTAL	$ 529,802.00	$ 102,698.00	$ 2,580.00	$ -	$ 2,580.00	$ 529,802.00	$ 105,278.00	$ 53,478.19	$ 8,201.81	$ 325.66	$ 49.94	$ 40,529.85	$ 8,053.77	$ 55,947.09	$ 5,644.23	$ 3,178.81	$ 631.67	$ 13,936.95	$ 1,626.03	$ 167,396.56	$ 26,787.45	$ 194,184.01

AI-54328

Health & Human Services Dept.
9. A.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit budget for Fiscal Year 17 TB State grant contract in the amount of $605,561.00 with a required local match of $121,112.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1293-441-00-340-008-6-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

TB State (Control) FY 16 to be amended to continue through August 31, 2017. This award amount is to cover for period 09/01/2016 through 08/31/2017.
Grant Amount = $605,561.00.
Local Match = $121,112.00. (local match has been reserved during the 2016 budget process).
Reference account #6-1100-491-01-000-293-7-891.

Attachments

Award Letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 10:32 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Mike Escaname Started On: 04/22/2016 10:03 AM
Final Approval Date: 04/22/2016

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

JOHN HELLERSTEDT, M.D.
COMMISSIONER

April, 22, 2016

Hidalgo County

RE: Contract for Fiscal Year 2017

Dear Mr. Olivarez,

The Texas Department of State Health Services, Tuberculosis (TB) Services Branch, is initiating the contract process for fiscal year (FY) 2017. The Inter-Local Application will be distributed at a later date.

The contract period for the FY17 TB/State Contract is 9/01/15-8/31/17 because we are now considering this term to be an amendment to extend through August 31, 2017.

The allocation for 9/01/16-8/31/17 is $605,561.00. Contractor shall provide a match of no less than 20% of the DSHS share of the budget which is $121,112.00. The due date for submission of the Budget to DSHS is May 11, 2016. Please submit via email to Kathy Sharp at the email address noted below. The contract expenditures will be closely scrutinized and expenses not considered absolutely essential for delivery of direct client services may be eliminated or reduced.

In the event that the Texas Department of State Health Services (DSHS) is informed of state increases or decreases to funding amounts, or other unforeseen internal budgetary shortfalls, DSHS may find it necessary to amend funding allocations to its contractors.

If you have any questions or need additional information, please contact Kathy Sharp, Contract Manager, Disease Control and Prevention Services, Contract Management Unit at (512) 776-2640 or by e-mail at kathy.sharp@dshs.state.tx.us

Sincerely,

Kathy Sharp, Contract Manager
Division for Disease Control and Prevention Services
Contract Management Unit

Attachment

cc: Sandra A. Morris, M.P.H., Manager, Tuberculosis and Refugee Health Services Branch
Peggy Wittie, PhD, MAG, Manager, Tuberculosis and Hansen's Disease Group
Cynthia Lewis, Program Specialist, Tuberculosis and Refugee Health Services Branch
Pamela Mineba, Unit Resource Lead, Tuberculosis and Refugee Health Services Branch

AI-54327

Health & Human Services Dept.
9. B.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.
Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to submit grant application for Healthy Texas Women Program.
2. Requesting approval for County Judge to sign required forms and documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1293-441-00-340-0XX-X-XXX
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
No matching funds required.

Attachments

Announcement
HTW RFP
RFP Addendum

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 10:31 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Mike Escaname Started On: 04/22/2016 09:56 AM
Final Approval Date: 04/22/2016

Window on State Government

Glenn Hegar Texas Comptroller of Public Accounts

You are here: Home » Procurement » Tools » **Electronic State Business Daily**

Healthy Texas Women

Open Date: 05/02/16 02:00 PM **Agency Requisition Number:** 529-16-0094

NOTE: You will need to download all of the following files for specifications and other required document, including a HUB subcontracting plan(if required).
Help: Right Click to and choose "save file as" or "save target as" to your computer.

-**Package 1** size: 3131101 (in bytes) Type: Specification Format: Acrobat PDF Files
-**Package 2** size: 159824 (in bytes) Type: Additional Specification(s) Format: Excel for Windows 97
-**Package 3** size: 185346 (in bytes) Type: Non-Bid Information Format: Acrobat PDF Files
-**Package 4** size: 4734464 (in bytes) Type: Addendum Format: Word for Windows 97
-**Package 5** size: 411136 (in bytes) Type: Addendum Format: Word for Windows 97
-**Package 6** size: 532992 (in bytes) Type: Addendum Format: Word for Windows 97

April 20, 2016 HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form. April 15, 2016 HHSC posts Addendum #2 (Package 5) to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and to publish the Vendor Conference Sign-In sheet as indicated in the following documents. April 11, 2016 HHSC continues to work through the questions received. Please continue to monitor this website for updates. March 31, 2016 HHSC posts Addendum #1 to publish the Vedor Conference Powerpoint Presentation. March 22, 2016 The State of Texas, by and through the Texas Health and Human Services Commission(HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

Agency: HEALTH & HUMAN SERVICES COMMISSION (529)

Open Date: 05/02/16 02:00 PM **Agency Requisition Number:** 529-16-0094

Previous Price Paid: N/A

Solicitation type: 21 Days or more for solicitation notice

NIGP Commodity Code(s):

Class-Item: 948 - 00

Class-Item: 948 - 47

Class-Item: 948 - 48

Class-Item: 948 - 55

Class-Item: 948 - 74

Contact Information:

Contact Name: MAHSA AZADI, CTPM

Email: MAHSA.AZADI@HHSC.STATE.TX.US

Address: 1100 W. 49TH STREET

AUSTIN, TX 78756

Phone: (512) 406-2410

Fax: (512) 406-2688

Upload Date: 2016-03-22 11:05:29.34 Updated date: 2016-04-20 13:57:12.66

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Chris Traylor, Executive Commissioner

Request for Proposals (RFP)
for
Healthy Texas Women

RFP No. 529-16-0094

Date of Release: 3/22/2016

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

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ATTENTION INTERESTED RESPONDENTS

This RFP requires a respondent to submit a number of signed documents with its proposal. Please use **Form A** to ensure that respondent is submitting all required **signed** documents with its proposal. **Failure to do so will result in automatic disqualification of respondent's proposal**.

1. General Information

1.1. Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this RFP, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

1.2. HHSC Point of Contact

The sole point of contact for inquiries concerning this RFP is:

Mahsa Azadi, CTPM
Procurement Project Manager
Ref: RFP# ***529-16-0094***
Procurement and Contracting Services Division
Health and Human Services Commission
1100 W 49th Street
Mail Code: 2020
Austin, TX 78756
512-406-2410
Mahsa.Azadi@hhsc.state.tx.us

All communications relating to this RFP must be directed to the HHSC contact person named above. All communications between respondents and other HHSC staff members concerning this RFP are strictly prohibited. **Failure to comply with these requirements will result in proposal disqualification.**

1.3. Tentative Procurement Schedule

The following table documents the pre-award events for this procurement. All dates are subject to change at HHSC's discretion.

Tentative Procurement Schedule	
RFP Release Date	***3/22/2016***
Vendor Conference	***4/1/2016***
Vendor Questions Due	***4/4/2016***
HHSC Posts Responses to Vendor Questions	***4/11/2016***
Proposals Due	***4/21/2016***
Anticipated Contract Start Date	***7/1/2016***

1.4. General Definitions

Affiliate: An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.

Department of State Health Services (DSHS): The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.

Elective Abortion: The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.

Expanded Primary Health Care program (EPHC): A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, that are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

Federal Poverty Level (FPL): The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.

Family Planning Services: Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.

Indirect Costs: Costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Health Service Region (HSR): Counties grouped within specified geographic areas for administrative purposes.

Healthy Texas Women Program (HTW Program): A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.

Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program): Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.

In-reach: Activities that are conducted with the purpose of informing and educating women already served by a respondent's organization about services they are not receiving, but may be eligible to receive in the HTW Program.

Medicaid: Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.

Outreach: Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.

Priority Population: The target population to be served through the HTW Program.

Promote: Advancing, advocating, or popularizing Elective Abortions.

State Fiscal Year: The twelve-month period beginning September 1st and ending August 31st.

Texas Medicaid & Healthcare Partnership (TMHP): The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.

Texas Women's Health Program (TWHP): TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.

Unduplicated Client: An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).

Uninsured: Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.

Women's Health Services: Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

Programmatic Acronyms:

EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

1.5. Eligible Respondents

To be eligible to participate in the cost reimbursement component of the HTW Program being procured in this RFP, a respondent must:

A. not perform or Promote Elective Abortions;
B. not be an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
C. meet these requirements throughout the procurement process and throughout the term of the awarded contract;
D. be a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application;

   NOTE: To demonstrate eligibility to respond to this RFP, respondent must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the respondent must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Respondents can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

E. have completed the HTW certification form, which is contained on Form D;

   NOTE: A respondent must complete one Form D for all clinics associated with its NPI. If a respondent does not yet have an NPI, the respondent must complete Form D and indicate the date it submitted its Texas Medicaid Provider Enrollment Application on the form.
F. be determined to be "Active" by the Texas Comptroller of Public Accounts; and

G. be located in Texas and have a Texas business address.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN A NONRESPONSIVE DETERMINATION AND RESPONDENT WILL BE DISQUALIFIED.

1.6. Background

Overview of the Health and Human Services Commission

Since 1991, HHSC has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation due to House Bill (HB) 2292, 78th Regular Session in fiscal year 2003, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, prior to the contract award, including RFP announcement and publication, handling of communications from the respondent, as well as managing the receipt and handling of valid responses for final review and evaluation. PCS directs the execution of the contract after the awarded vendor has been selected.

1.6.1. HTW Program Overview

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at

HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the HTW Program. The HTW Program is comprised of two components, one that is within the scope of this RFP and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this RFP**. The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership. Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this RFP**, is the cost reimbursement component, which is discussed further in Section 2 of this RFP. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this RFP are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

All HTW Program funds are required to be used to increase access to Women's Health Services and Family Planning Services in order to prevent unintended pregnancies, positively affect the outcome of future pregnancies, and positively impact the health and wellbeing of women and their families.

1.7. Strategic Elements

Contract Type and Term

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial contract period will commence on or about July 1, 2016 and will terminate on August 31, 2017. The resulting contracts may be renewed for up to two additional two-year terms

Contract Elements

The term "contract" means the contract awarded as a result of this RFP, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this RFP, and the successful respondents' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this RFP will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Respondents are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Respondent Information and Disclosures form.

HHSC's Basic Philosophy: Contracting for Results

HHSC's fundamental commitment is to contract for results. HHSC defines a successful result as the generation of defined, measurable, and beneficial outcomes that satisfy the contract requirements and support HHSC's missions and objectives. This RFP describes what is required of the contractor in terms of services and deliverables, and unless otherwise noted in the RFP, places the responsibility for how they are accomplished on the contractor.

1.8. External Factors

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from this RFP is subject to the availability of state funds. As of the issuance of this RFP, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC reserves the right to withdraw the RFP or terminate the resulting contracts without penalty.

1.9. Legal and Regulatory Constraints

Delegation of Authority

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

Conflicts of Interest

A conflict of interest is a set of facts or circumstances in which either a respondent or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional or financial interests, or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the respondent's contractual obligations to HHSC. A conflict of interest would include circumstances in which a respondent's personal, professional or financial interests, or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with respondent's ability to render impartial or objective assistance or advice to HHSC; or
- provide the respondent with an unfair competitive advantage in future HHSC procurements.

Neither the respondent nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents, and representatives may have a conflict of interest with respect to this procurement. Before submitting a proposal, respondents should carefully review the UTCs and HHSC Special Conditions for additional information concerning conflicts of interests.

A respondent must certify that it does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract (see Required Certifications Form). Additionally, if applicable, the respondent must disclose all potential conflicts of interest. The respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

Former Employees of a State Agency

Respondents must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code §572.054). . Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employee's official responsibility.

As a result of such laws and regulations, a respondent must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Respondent Information and Disclosure Form). Furthermore, a respondent must disclose any relevant past state employment of the respondent's or its subcontractors' employees and agents in the Respondent Information and Disclosure Form.

1.10. HHSC Amendments and Announcements Regarding this RFP

HHSC will post all official communication regarding this RFP to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the RFP at any time. Any changes, amendments, or clarifications will be made in the form of written responses to respondent questions, amendments, or addenda issued by HHSC on the ESBD. Respondents should check the website frequently for notice of matters affecting the RFP. To access the website, go to the ESBD search page and enter a search for this procurement.

1.11. RFP Cancellation/Partial Award/Non-Award

HHSC reserves the right to cancel this RFP, to make a partial award, or to make no award if it determines that such action is in the best interest of the State of Texas.

1.12. Right to Reject Proposals or Portions of Proposals

HHSC may, in its discretion, reject any and all proposals or portions thereof.

1.13. Costs Incurred

Issuance of this RFP in no way constitutes a commitment by HHSC to award a contract or to pay any costs incurred by a respondent in the preparation of a response to this RFP. HHSC is not liable for any costs incurred by a respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing proposals, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a respondent are entirely the responsibility of the respondent and will not be reimbursed in any manner by the State of Texas.

1.14. Protest Procedures

Title 1, Texas Administrative Code Part 15, Chapter 391, Subchapter D, §391.401 outlines HHSC's respondent protest procedures.

1.15. Interpretive Conventions

Whenever the terms "shall," "must," or "is required" are used in this RFP in conjunction with a specification or performance requirement, the specification or requirement is mandatory. A respondent's failure to address or meet a mandatory requirement in a proposal may be cause for HHSC's rejection of the proposal.

Whenever the terms "can," "may," or "should" are used in this RFP in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement. Accordingly, a respondent's failure to address or provide any items so referred to will not be the cause for rejection of the proposal, but will likely result in a less favorable evaluation.

2. Scope of Work

2.1. Project Scope

Activities under the contracts resulting from this RFP must be directly related to support services that enhance services provided by a respondent to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

(1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
(2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
(3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
(4) Client and community based educational activities related to the HTW Program.

Respondents must provide the following program components in the provision of its proposed support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Respondents must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

Note: A client will have an HTW identification card.

Program Component 1 - Program Administration and Management

Respondent must:

A. Identify the services it proposes to provide;
B. Identify the Priority Population to be served;
C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
D. Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs; and
E. Provide an organizational Chart;
F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

Program Component 2 - Quality Assurance/Quality Improvement

Respondent must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
    a. Medical Director's involvement in the QA/QI activities;

b. Activities used to identify trends of needed improvement and the frequency of those activities;
c. Activities to ensure correction and follow-up to findings identified;
d. Use and frequency of client satisfaction surveys;
e. System used to identify, report, and monitor adverse outcomes; and
f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

Program Component 3 - Professional Development

Respondents must:

A. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
B. Identify staff, including job titles, that will attend HHSC required trainings.

NOTE: The selected contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

Program Component 4 – Recruitment

Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:

Respondent must:

A. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral only;
B. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
C. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.

For each Program Component, respondent must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, respondent must:

a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
d. Define the time frame for accomplishing each objective/activity.
e. Describe in specific terms how respondent will evaluate each activity. For example, “client services data, pre/post assessments of educational sessions, client interviews/surveys, etc.”

2.2. Assessment Narrative

Respondent must perform an assessment of the proposed community and Priority Population respondent intends to serve. Respondent must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Respondent must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the respondent's provision of support services in the HTW Program. Respondent's assessment must provide information describing the:

A. Geographic boundaries of the community (urban or rural, physical environment)

B. General demographic data (age, gender, ethnicity, etc.)

C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.)

D. General description of community-wide health status (e.g., key morbidity/mortality statistics)

E. Priority Population for respondent's proposed project, including:
   1. Geographic service area (See Form B);

      NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12 month period must have resided in the county.

   2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population)
   3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data)
   4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided)

F. Respondent must identify gaps in resources and potential barriers to improving health status in the community and how respondent's proposed support services will address these issues.

2.3. Clinic Site Readiness

Respondent must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this RFP.

The Clinic Site Readiness Assessment must address the following:

A. Appropriate signage

B. Space for clinical and administrative functions

C. Secure storage of records and medical supplies

D. Disposal of medical waste

E. CLIA certification

F. Accessibility

G. Emergency policies

H. Interpreter policies

I. Compliance with ADA

J. Financial management systems

Respondent must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this RFP.

2.4. Staff Development Plan

Respondent must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Respondent must provide a Staff Development Plan, see Form L, that is comprehensive and addresses the following:

A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;

B. Identification of specific training for eligibility and billing staff;

C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and

D. A description of procedures and documentation for staff annual performance review. Respondent must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Respondent must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1):

A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, respondent must include this information in the Staff Development Plan and respondent will be exempted from this training requirement for that specific LARC method;

B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and

C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

2.5. Community Education/Program Promotion Plan

Respondent must develop and implement an annual plan (Form M) to provide community education and program promotion to:

A. Inform the public of its purpose and services;

B. Enhance community understanding of its objectives;

C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;

D. Enlist community support; and

E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Respondent's HTW Program promotion/education/Outreach plan for the contract period; and

2. Respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the respondent to the community.

Respondent must provide a calendar of the proposed community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

2.6 Reporting Requirements

The selected contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Respondent must propose goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they proposed on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

The selected contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must, at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Selected contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

2.7 Budget Requirements and Monthly Cost Reimbursement Process

A. Proposed Budget Requirements:

In accordance with the requirements contained in Forms F, F-1 through F-7, respondent must develop a categorical budget, where costs may be allocated to any of the following categories the respondent identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

NOTE: Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of respondent's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

Respondent must base their budget and funding request on the Scope of Work. This section should include any business, economic, legal, programmatic, or practical assumptions that underlie respondent's funding request. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

Respondent must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

2.8 Funding Request and Clients Served

On (Form H), a respondent must propose the amount of cost reimbursement funding, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Respondent must estimate the number of Unduplicated Clients that will be served during the term of the contract.

> NOTE: Selected contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

3. General Instructions and Proposal Requirements

3.1. Vendor Conference

HHSC will hold a vendor conference on **April 1, 2016** at **9:00 A.M. (CST)** located **at 909 W. 45th Street, Austin, TX 78756, Building 2-Room 164**; Teleconference information: **1-877-226-9790**, access code: **8802578#**. Those that plan to listen-in may submit their questions prior to the conference via email by **5:00 P.M. (CST)**, **March 30, 2016**, to the designated RFP Point of Contact mailbox ***mahsa.azadi@hhsc.state.tx.us***. Questions will not be accepted over the phone during the vendor conference. Vendor conference attendance is strongly recommended, but is not required.

Respondents must email questions for the conference to the HHSC Point of Contact (see Section 1.2) no later than three (3) days before the conference. HHSC will also give respondents the opportunity to submit written questions at the conference. All questions must reference the appropriate RFP page and section

number. HHSC will attempt to respond to questions at the vendor conference, but responses are not official until posted in final form on the ESBD.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the sole point of contact identified in the HHS RFP/solicitation at least 72 hours before the meeting so appropriate arrangements can be made.

3.2. Modification or Withdrawal of Proposal

Prior to the proposal submission deadline set forth in Section 1.3, a respondent may: (1) withdraw its proposal by submitting a written request to the HHSC Point of Contact; or (2) modify its proposal by submitting a written amendment to the HHSC Point of Contact. HHSC may request proposal modifications at any time.

In accordance with TAC Rules, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award a contract that is in the best interest of the State of Texas. HHSC may waive a minor irregularity or permit a respondent to correct a minor irregularity in a response, if the irregularity: (1) is purely a matter of form rather than substance; and (2) does not affect price, quality, or delivery of the desired goods or services.

3.3. Multiple Responses

A respondent may only submit one proposal as a prime contractor. If a respondent submits more than one proposal, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more respondents submitting proposals.

3.4. No Joint Proposals

HHSC will not consider joint or collaborative proposals that require it to contract with more than one respondent.

3.5. Use of Subcontractors

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the respondent of the responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

3.6. Texas Public Information Act

General Requirement for the Release of Proposals

Proposals will be subject to the Texas Public Information Act (the Act), located in Texas Government Code Chapter 552 and may be disclosed to the public upon request. Subject to the Act, respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, each page containing confidential information must be clearly marked with the words "confidential" or "trade secret" at top of the page. Furthermore, the respondent must identify trade secret or confidential information, and provide an explanation of why the information is exempted from public disclosure, on the Respondent Information and Disclosures form.

HHSC will process any request from a member of the public in accordance with the procedures outlined in the Act. Respondents should consult the Texas Attorney General's website (www.oag.state.tx.us) for information concerning the Act's application to proposals and potential exceptions to disclosure.

Publication of Major Contracts

In accordance with Texas Government Code §322.020, HHSC will provide copies of "major contracts" to the Legislative Budget Board (LBB). If the contract resulting from this procurement falls within the Texas Government Code §322.020 definition of a "major contract," the LBB will provide the public with access to all contract documents. This includes the proposal, unless the respondent can demonstrate that all or part of the proposal is excepted from disclosure under the Texas Public Information Act. In such cases, the respondent will be responsible for preparing, for HHSC's approval, an appendix that describes the exempt information contained in the proposal without disclosing its content, as required by Texas Government Code §322.020(d).

3.7. Instructions for Submitting Proposals

Number of Copies

Respondent must submit the following:

Submit one (1) original and four (4) copies of the proposal. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire proposal on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the RFP along with the other required documents. The USB drives must be organized with files that correspond to Respondent's Original bound proposal. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 3.8, Format and Content,* of the RFP. HHSC will not accept PDF format, telephone, or facsimile proposals. Any disparities between the contents of the original printed proposal and the electronic proposal will be interpreted in favor of HHSC.

Submission

Respondent must submit all copies of the proposal to HHSC PCS Division no later than **2:00 PM (CST)** on **April 21, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the respondent's responsibility to appropriately mark and deliver the proposal to HHSC by the specified date.

Physical Address for hand delivery and overnight and commercial mail:
HHSC Procurement and Contracting Services Division
Bid Room
Attn: Mahsa Azadi, Procurement Project Manager
1100 W. 49th Street, MC 2020
Service Building (Building S)
Austin, Texas 78756

All proposals become the property of HHSC after submission.

All proposals must be:

A. clearly legible
B. sequentially page-numbered and include the respondent's name at the top of each page;
C. organized in the sequence outlined in Section 3.8;
D. bound in a notebook or cover;
E. Correctly identified with the RFP number and submittal deadline;
F. responsive to all RFP requirements;
G. Typed on 8 ½" by 11" paper;
H. In Arial or Times New Roman font, size 12 for normal text, no less that size

10 for tables, graphs and appendices; and

- Proposals may not include materials or pamphlets not specifically requested in this RFP.

3.8. Format and Content

The proposal must contain the respondent's Business Proposal, which must include the following sections:

- Section 1 – Executive Summary
- Section 2 -- Completed Forms A - M:

  Form A: Proposal Table of Contents and Checklist
  Form B: Texas Counties and Regions List Served By Project
  Form C: Contact Person Information
  Form D: Healthy Texas Women Certification
  Form E-1: Governmental Entity
  Form E-2: Non-Profit or For-Profit Entity
  Form F: Budget Summary & Details
  Form G: Respondent Background
  Form H: Funding Request and Performance Measures
  Form I: Work Plan
  Form J: Assessment Narrative
  Form K: Healthy Texas Women Clinic Site Readiness
  Form K-1: Healthy Texas Women Clinic Sites
  Form L: Staff Development Plan
  Form L-1: Staff Development Training Calendar
  Form M: Community Education/Program Promotion Plan

- Section 3 – Value-added Benefits
- Section 4 – Assumptions
- Section 5 – Appendices
- Section 6 – HUB Subcontracting Plan
- Section 7 – Certifications and Other Required Forms contained in Appendix D

3.8.1.1. Section 1 – Executive Summary

In this section, condense and highlight the content of the Business Proposal to provide HHSC with a broad understanding of the respondent's approach to meeting the RFP's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

3.8.1.1.1. Financial Capacity

Respondents are not required to submit evidence of financial capacity with their proposals. HHSC reserves the right to request such information at a later date.

3.8.1.1.2. Corporate Guarantee

If the respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the respondent in each and every term, covenant, and condition of the contract as executed by the parties.

3.8.1.1.3. Bonding

HHSC reserves the right to require the respondent to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

3.8.1.2. Section 2 – Completed Forms A - M

Respondent must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this RFP.

3.8.1.3. Section 3 – Value-added Benefits

Describe any services or deliverables that are not required by the RFP that the respondent proposes to provide at no additional cost to HHSC. Respondents are not required to proposed value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

3.8.1.4. Section 4 – Assumptions

State any business, economic, legal, programmatic, or practical assumptions that underlie the respondent's response to the Business Proposal. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the contract resulting from this RFP are deemed rejected by HHSC.

A proposal should be responsive to the RFP as worded, not with any assumption that any or all terms, conditions, or provisions of the RFP will be negotiated. Furthermore, all proposals constitute binding offers. Any proposal that includes any type of disclaimer or other statement indicating that the proposal does not constitute a binding offer will be disqualified.

3.8.1.5. Section 5 – Appendices

Respondents are not required to submit appendices to the Business Proposal.

3.8.1.6. Section 6 – HUB Subcontracting Plan

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the RFP, in a separate sealed envelope, with the RFP submission, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

3.8.1.7. Section 7 – Certifications and Other Required Forms

Respondent must submit the following required forms—completed and signed–which are contained in Appendix D, with their proposals:

- Child Support Certification;
- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification; and
- Respondent Information and Disclosures.

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. HHSC encourages respondents to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting questions (see Section 1.3).

3.9. News Releases

Prior to final award, a vendor may not issue a press release or provide any information for public consumption regarding its participation in the procurement. Requests should be directed to the HHSC Point of Contact identified in Section 1.2.

This Section 3.10 does not preclude business communications necessary for a Respondent to develop a proposal or required reporting to shareholders or governmental authorities.

3.10. Incomplete Proposals

HHSC may reject without further consideration a proposal that does not include a complete, comprehensive, or total solution as requested by the RFP.

3.11. State Use of Ideas

HHSC reserves the right to use any and all ideas presented in a proposal unless the respondent presents a valid legal case that such ideas are trade secret or confidential information, and identifies the information as such in its proposal (see Section 3.13). A respondent may not object to the use of ideas that are not the respondent's intellectual property and so designated in the proposal that: (1) were known to HHSC before the submission of the proposal; (2) were in the public domain through no fault of HHSC; or (3) became properly known to HHSC after proposal submission through other sources or through acceptance of the proposal.

3.12. Property of HHSC

Except as otherwise provided in this RFP or the resulting contract, all products produced by a respondent, including without limitations the proposal, all plans, designs, software, and other contract deliverables, become the sole property of HHSC.

3.13. Copyright Restriction

HHSC will not consider any proposal that bears a copyright.

3.14. Additional Information

By submitting a proposal, the respondent grants HHSC the right to obtain information from any lawful source regarding the respondent's and its directors', officers', and employees': (1) past business history, practices, and conduct; (2) ability to supply the goods and services; and (3) ability to comply with contract requirements. By submitting a proposal, a respondent generally releases from liability and waives all claims against any party providing HHSC information about the respondent. HHSC may take such information into consideration in evaluating proposals.

4. Historically Underutilized Business Participation

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of $100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this RFP. As a result, the respondent must submit an HSP with its proposal. The HSP is required whether a respondent intends to subcontract or not.

In accordance with Texas Government Code §2161.252, a proposal that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further evaluation. In addition**, if HHSC determines that the HSP was not developed in good faith, it will reject the proposal for failing to comply with material RFP specifications.**

4.1. Introduction

The sole point of contact for HUB inquires:

Texas Health and Human Services Commission
John Wesley Smith, HUB Coordinator
Phone: (512) 406-2536
E-mail: John Wesley.Smith@hhsc.state.tx.us

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website.

Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this RFP, the rules shall take priority.

4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process.

This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

4.4. Required HUB Subcontracting Plan

In the HSP, a respondent must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt a respondent from completing the HSP requirement.

HHSC shall review the documentation submitted by the respondent to determine if a good faith effort has been made in accordance with solicitation and HSP requirements. During the good faith effort evaluation, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the respondent's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

4.5. CPA Centralized Master Bidders List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at http://www2.cpa.state.tx.us/cmbl/cmblhub.html. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**
- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Respondents are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all responses.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so respondents are encouraged to refer to the CMBL often to find the most current listing of HUBs.

4.6. HUB Subcontracting Procedures – If a Respondent Intends to Subcontract

An HSP must demonstrate that the respondent made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. A respondent that intends to subcontract must complete the HSP to document its good faith efforts.

4.6.1 Identify Subcontracting Areas and Divide Them into Reasonable Lots

A respondent should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

4.6.2 Notify Potential HUB Subcontractors

The HSP must demonstrate that the respondent made a good faith effort to subcontract with HUBs. The respondent's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The respondent must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The respondent can use either method(s) 1, 2, 3, 4 or 5:

4.6.2.1 Method 1: Respondent Intends to Subcontract with only HUBs:

The respondent must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; **or,**

4.6.2.2 Method 2: Respondent Intends to Subcontract with HUB Protégé(s):

The respondent must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by a respondent (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When a respondent proposes to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; **or,**

4.6.2.3 Method 3: Respondent Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):

The respondent must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this solicitation. When utilizing this method, only HUB subcontractors that have existing contracts with the respondent for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this solicitation, respondents may also use non-HUB subcontractors; **or,**

4.6.2.4 Method 4: Respondent Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):

The respondent must identify in the HSP and submit documentation regarding both of the following requirements:

- Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the respondent intends to subcontract.

  Respondents must give trade organizations and/or development centers at least seven (7) working days prior to submission of the respondent's response for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the respondent intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting proposals and must include:
    - a description of the scope of work to be subcontracted;
    - information regarding the location to review project plans or specifications;
    - information about bonding and insurance requirements;
    - required qualifications and other contract requirements; and
    - a description of how the subcontractor can contact the respondent.

- Respondents must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the respondent's response unless circumstances require a different time period, which is determined by the agency and documented in the contract file.

- Respondents must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Respondents may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.

4.6.3 Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the respondent in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the respondent's good faith efforts in developing and submission of the HSP. HHSC may require the respondent to submit additional documentation explaining how the respondent made a good faith effort in accordance with the solicitation.

A respondent must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the respondent negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value responsive bidders.

4.7 Method 5: Respondent Does Not Intend to Subcontract

When the respondent plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The respondent must complete the "Self Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the respondent must identify the sections of the proposal that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The respondent must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient respondent staffing to meet the RFP requirements;
- provide monthly payroll records showing the respondent staff fully dedicated to the contract;
- allow HHSC to conduct an on site review of company headquarters or work site where services are to be performed; and

- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

4.8 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, HHSC will coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4. of this RFP (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages respondents to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the respondent plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.

5. Proposal Evaluation

HHSC will use a formal evaluation process to select the successful respondent(s). HHSC will consider capabilities or advantages that are clearly described in the proposal, which may be confirmed by oral presentations, site visits, demonstrations, and/or references contacted by HHSC. HHSC reserves the right to contact individuals, entities, or organizations that have had dealings with the respondent or proposed staff, whether or not identified in the proposal.

HHSC will more favorably evaluate proposals that offer no or few exceptions, reservations, or limitations to the terms and conditions of the RFP, including the UTCs and the HHSC Special Conditions. Further, any exception included in a proposal may result in a respondent not being awarded a contract.

5.1 Evaluation Criteria

HHSC will evaluate proposals based on the following criteria to determine best value, in accordance with the Title 1 Texas Administrative Code Part 15, Chapter 391, Subchapter B, §391.207.

Description	Weights
Required Program Components (Project Work Plan)	30
Corporate Background and Experience	25
Assessment Narrative	10
Budget, Funding Request, and Clients Served	13
Clinic Site Readiness	6
Staff Development Plan	8
Community Education and Program Promotion Plan	8

5.2 Initial Compliance Screening

HHSC will perform an initial screening of all proposals received. Unsigned proposals and proposals that do not include all required forms and sections will be rejected without further evaluation and will result in automatic disqualification.

A respondent that does not meet the eligibility requirements contained in Section 1.6 will have their proposal rejected and disqualified without further evaluation.

HHSC reserves the right to disqualify a respondent that takes numerous or substantive exceptions to the UTCs and/or the HHSC Special Conditions. Exceptions not contained on the Respondent's Information and Disclosures form will not be considered by HHSC and will be deemed rejected.

In accordance with Section 3.2, HHSC reserves the right to waive minor irregularities or genuine mistakes in a proposal and award contracts that are in the best interest of the State of Texas.

5.3 Competitive Range Determinations

HHSC may determine which proposals are within the competitive range to be considered for negotiation and possible contract award. The competitive range consists of proposals that receive the highest or most satisfactory ratings, based on the published evaluation criterial and procedures that govern the procurement. HHSC may, in the interest of administrative efficiency, place reasonable limits on the number of proposals that will be included in the competitive range.

5.4 Oral Presentations and Site Visits

HHSC may, at its sole discretion, request oral presentations, site visits, and/or demonstrations from one or more respondents included in the competitive range. HHSC will notify selected respondents of the time and location for these activities

The respondent's oral presentation, site visit, and/or demonstration must substantially represent material included in the written proposal, and should not introduce new concepts or offers unless specifically requested by HHSC.

Chris Traylor, Executive Commissioner

Second Addendum to *Healthy Texas Women* Request for Proposals

RFP No. 529-16-0094

Date of Release: 4/20/2016

NIGP Class/Item Codes: 948-00, 948-47, 948-48, 948-55, 948-74

1. Section 1.3. Tentative Procurement Schedule is deleted in its entirety and replaced with the following:

1.3 Tentative Procurement Schedule

The following table documents the pre-award events for this procurement. All dates are subject to change at HHSC's discretion.

Tentative Procurement Schedule	
RFP Release Date	**3/21/2016**
Vendor Conference	**4/1/2016**
Vendor Questions Due	**4/4/2016**
HHSC Posts Responses to Vendor Questions	**4/15/2016**
Proposals Due	**5/02/2016**
Anticipated Contract Start Date	**7/1/2016**

2. Section 3.7. Instructions for Submitting Proposals is modified by replacing **April 21, 2016** with **May 2, 2016**.

3. Section 3.8. Format and Content is deleted in its entirety and replaced with the following:

3.8 Format and Content

The proposal must contain the respondent's Business Proposal, which must include the following sections:

Section 1 – Executive Summary
Section 2 -- Completed Forms A - M-1:

Form A: Proposal Table of Contents and Checklist
Form B: Texas Counties and Regions List Served By Project
Form C: Contact Person Information
Form D: Deleted -- nothing to be submitted
Form E: Deleted -- nothing to be submitted
Form F: Budget Summary & Details
Form G: Respondent Background
Form H: Funding Request and Performance Measures
Form I: Work Plan
Form J: Assessment Narrative
Form K: Healthy Texas Women Clinic Site Readiness
Form K-1: Healthy Texas Women Clinic Sites
Form L: Staff Development Plan
Form L-1: Staff Development Training Calendar
Form M: Community Education/Program Promotion Plan
Form M-1: Community Education/Program Promotion Calendar

Section 3 – Value-added Benefits
Section 4 – Assumptions
Section 5 – Appendices
Section 6 – HUB Subcontracting Plan

Section 7 – Certifications and Other Required Forms contained in Appendix D, including the HHSC Information Security and Privacy Initial Inquiry (SPI), which is attached hereto.

NOTE: The underlined language is the "new" language in this provision.

4. Program Form A: Proposal Table of Contents and Checklist is deleted in its entirety and replaced with the Form A attached hereto.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST

Legal Business Name of Respondent: _____

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

PROGRAM FORMS	DESCRIPTION	Included	Page #
A	Proposal Table and Contents and Checklist		
B	Texas Counties and Regions List Served by Project		
C	Contact Person Information		
D	Deleted -- nothing to be submitted		
E	Deleted -- nothing to be submitted		
F	Budget Summary and Details		
G	Respondent Background		
H	Funding Request and Performance Measures		
I	Work Plan		
J	Assessment Narrative		
K	Healthy Texas Women Clinic Site Readiness		
K-1	Healthy Texas Women Clinic Sites*		
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
L	Staff Development Plan		
L-1	Staff Development Training Calendar		
M	Community Education/Program Promotion Plan		
M-1	Community Education/Program Promotion Calendar		

NOTE: Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

REQUIRED FORMS	DESCRIPTION	Included	Page #
1	Child Support Certification		
2	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts		
3	Required Certifications		
4	Federal Lobbying Certification		
5	Anti-Trust Certification		
6	Respondent Information and Disclosures		
7	HUB Subcontracting Plan (HSP)		
8	HHS Information Security and Privacy Initial Inquiry (SPI)		

HHS Information Security and Privacy Initial Inquiry (SPI) Form

HHS_SPI.pdf

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AI-54301

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT
Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Requesting approval of Amendment to the following 2016 Rural Emergency Services Interlocal Agreement(s) with:
1. City of Donna
2. City of Edcouch
3. City of Hidalgo
4. City of La Villa
5. City of Mission
6. City of Palmview
7. City of Edinburg
8. City of San Juan
9. City of Sullivan

BACKGROUND

Form was submitted & approved by District Attorneys Office.

The purpose of the Amendment is to clarify verbage from the original contract and re-attach updated map/s to reflect current County/City limits.

City of San Juan Amendment will be attached on 4/25/16.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-004-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Donna

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-005-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Edcouch

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-006-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Edinburg

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-008-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Hidalgo

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-010-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
La Villa

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-014-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Mission

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-016-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Palmview

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-018-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
San Juan

FISCAL YEAR: 2016 ACCT. #: 6-1100-422-20-300-026-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Sullivan

Attachments
Amendment-Hidalgo

Amendment-Edinburg
Amendment-LaVilla
Amendment-Donna
Amendment-Edcouch
Amendment-Mission
Amendment-Palmview
Amendment-Sullivan
Legals Approval
Amendment-San Juan

Form Review

Inbox	Reviewed By	Date
Glinda Pacheco (Originator)	Glinda Pacheco	04/22/2016 01:36 PM
Budget & Management	Veronica Ortiz	04/22/2016 02:04 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Glinda Pacheco Started On: 04/21/2016 11:03 AM
Final Approval Date: 04/22/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF HIDALGO AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF HIDALGO** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Hidalgo and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Hidalgo agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Hidalgo hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

   "EXHIBIT C-Map / CITY OF HIDALGO FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "**.1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF HIDALGO

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

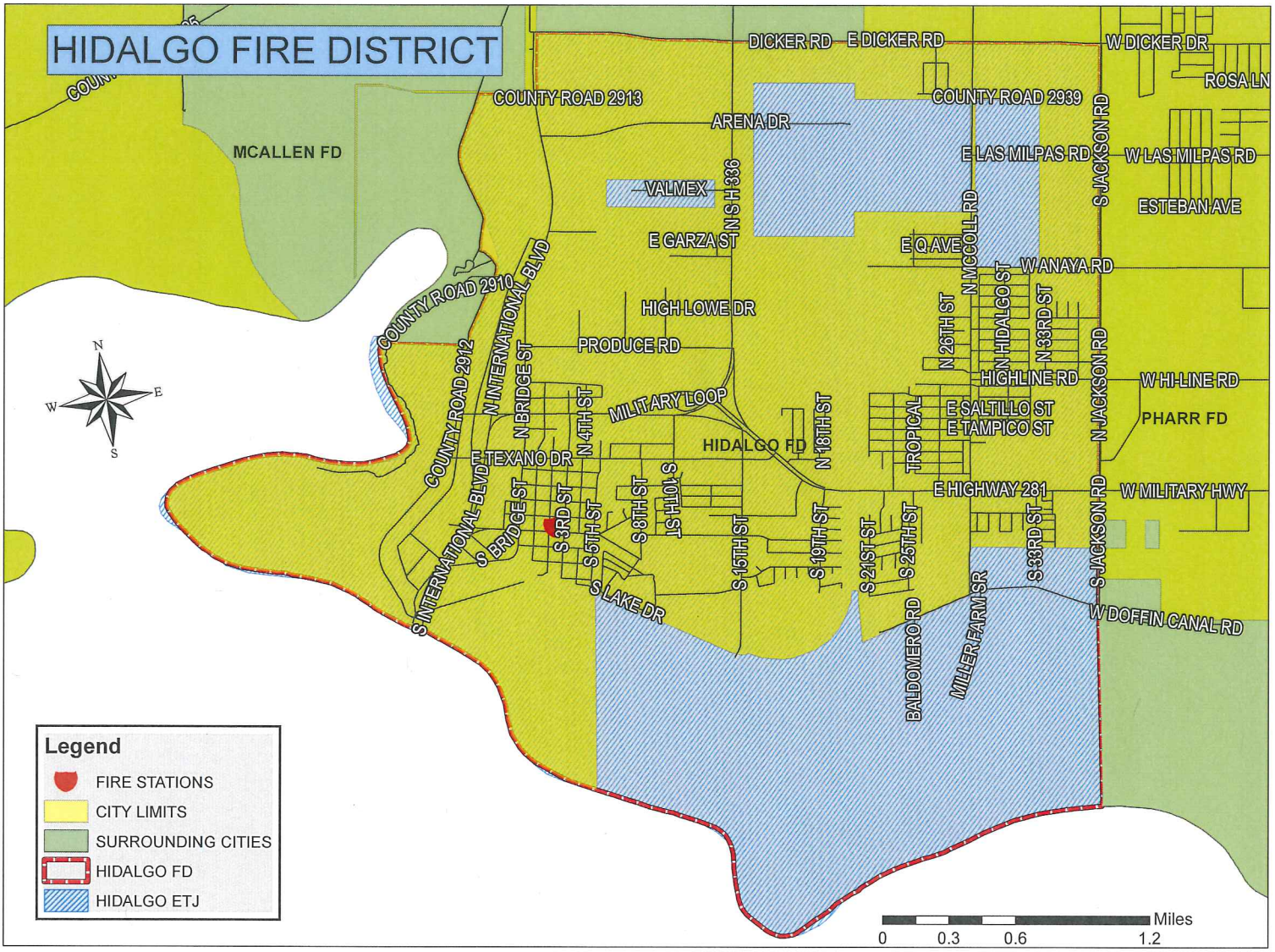
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



Name: Roberto Rojas

Signature: Roberto Rojas

Date: 4/6/2016

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF EDINBURG** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Edinburg and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Edinburg agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Edinburg hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF EDINBURG FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF EDINBURG

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

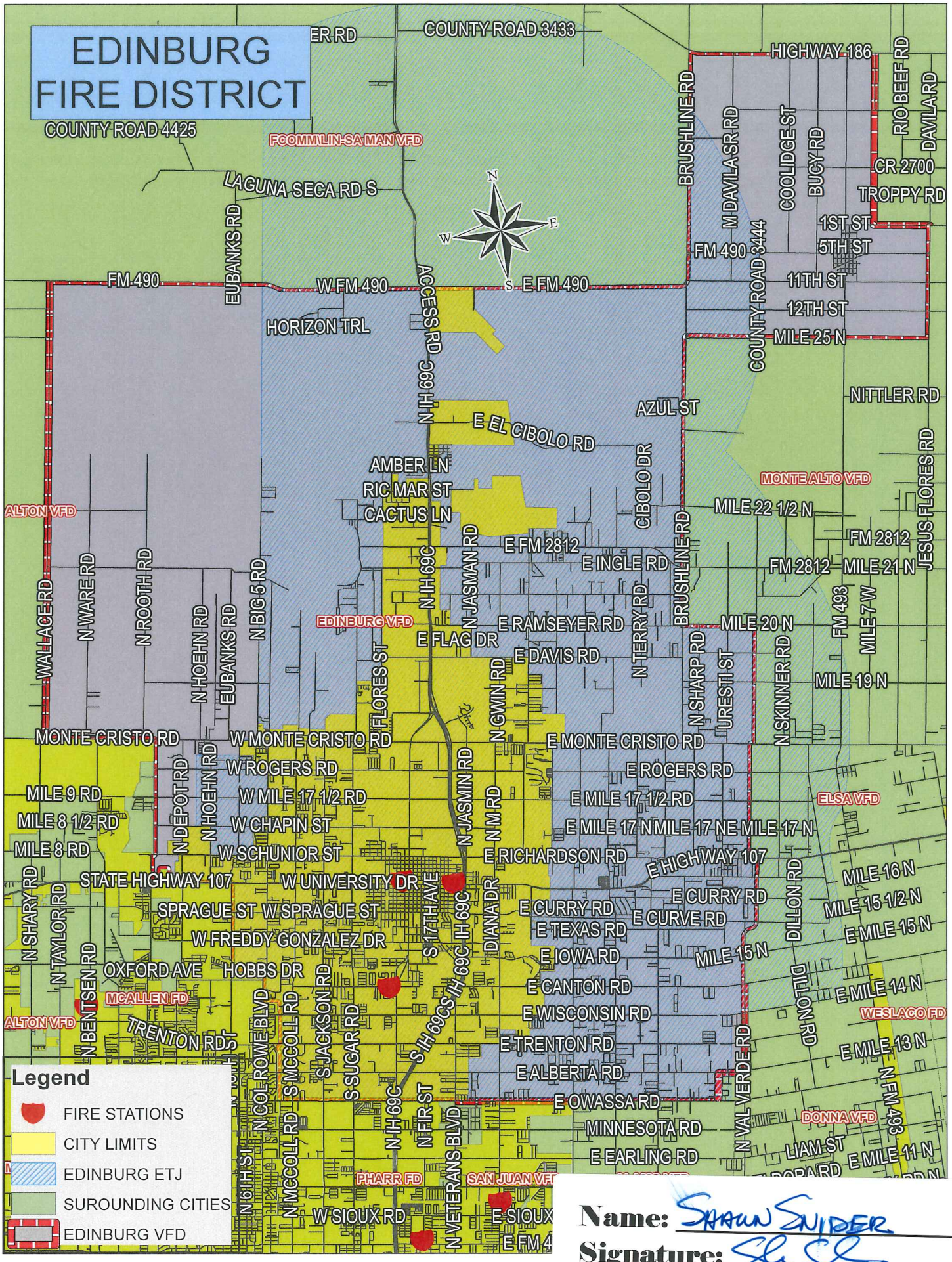
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



Name: SHAWN SNIDER

Signature:

Date: 8-5-16

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF LA VILLA AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF LA VILLA** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of La Villa and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of La Villa agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of La Villa hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

   "EXHIBIT C-Map / CITY OF LA VILLA FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF LA VILLA

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

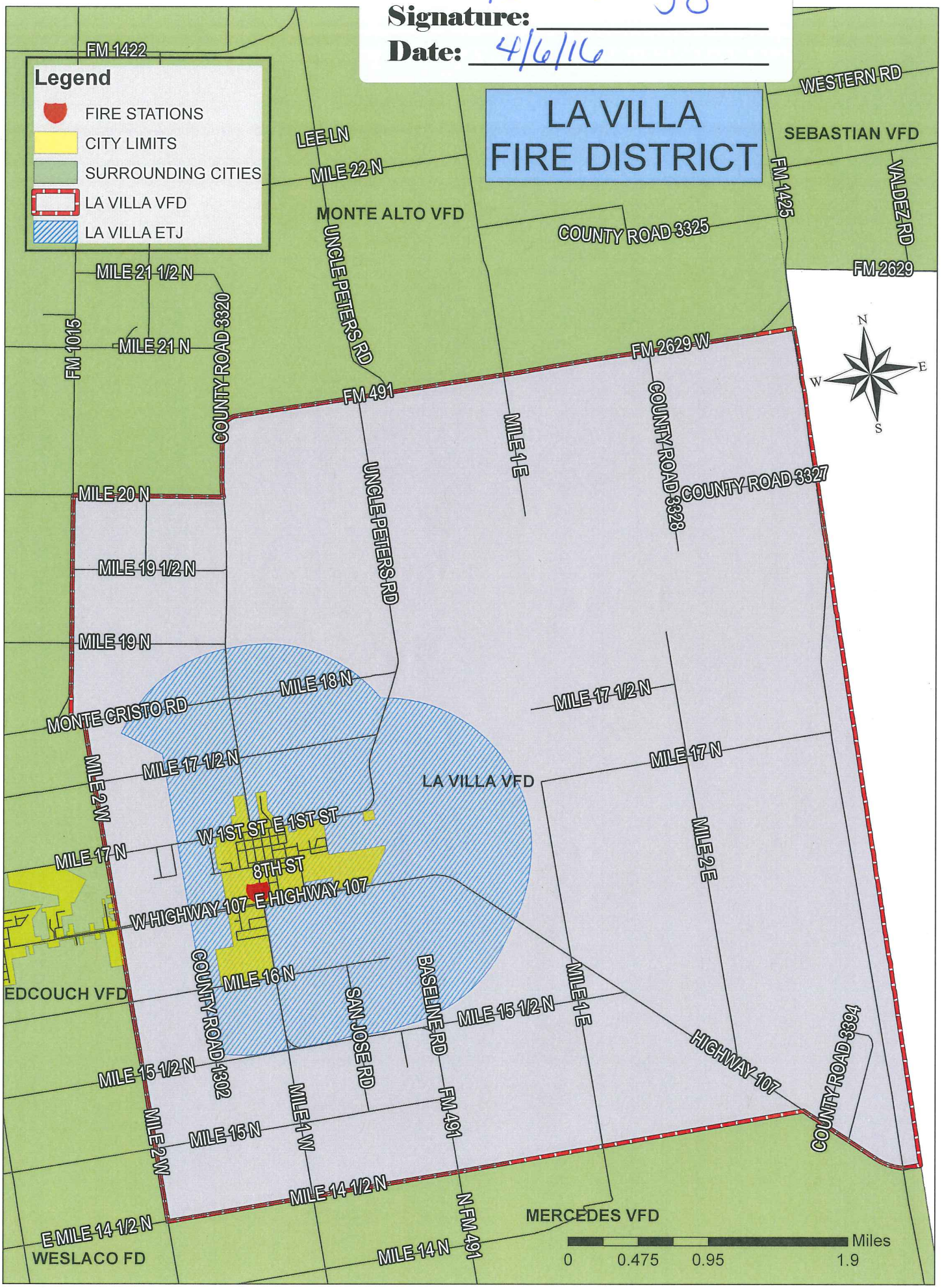
APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Name: Dawn Rodriguez

Signature: _____

Date: 4/6/16



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF DONNA AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF DONNA** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Donna and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Donna agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Donna hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF DONNA FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF DONNA

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

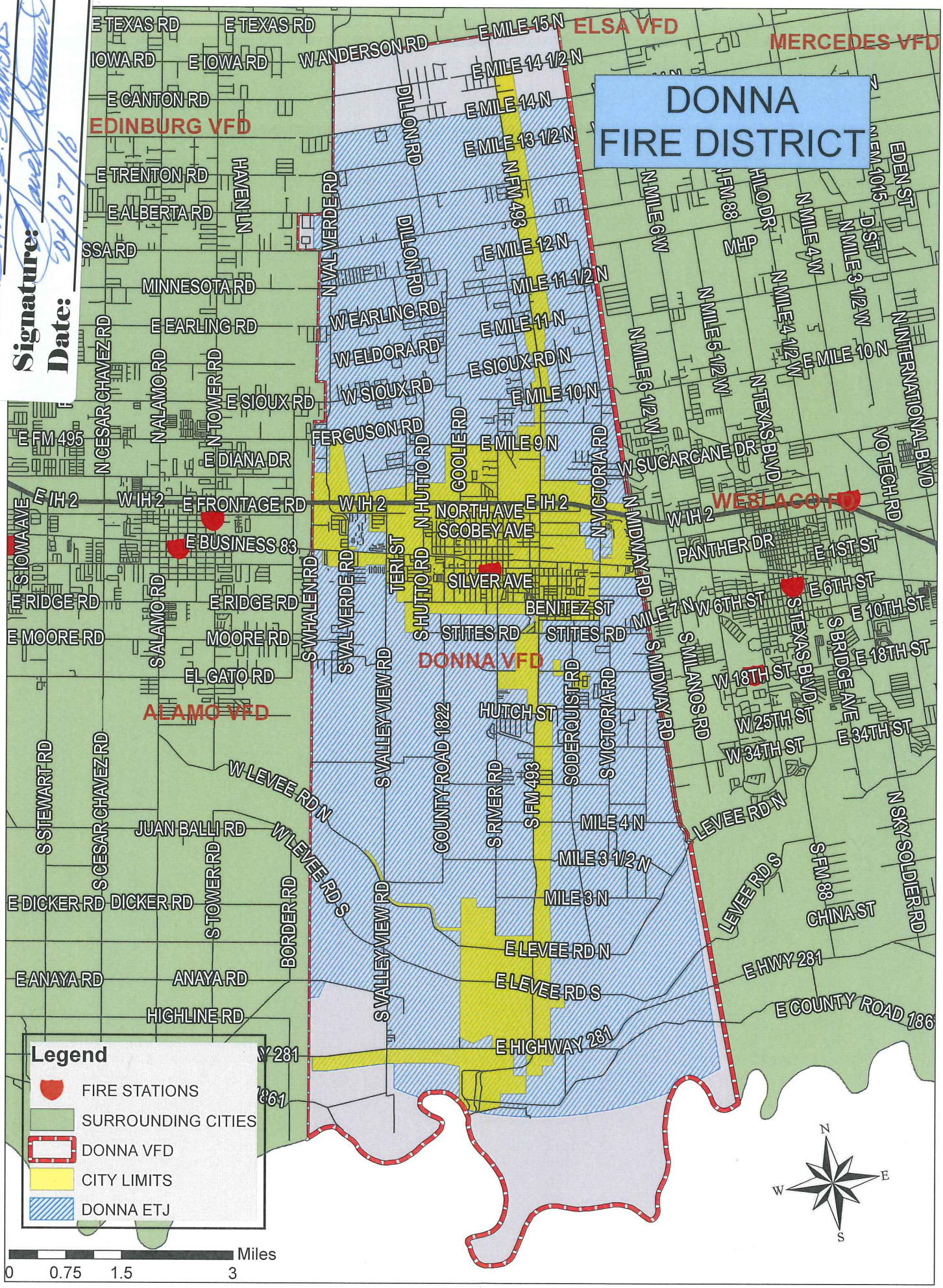
ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Name: David S. Simmons
Signature: David S. Simmons
Date: 04/07/16



STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF EDCOUCH AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF EDCOUCH** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Edcouch and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Edcouch agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Edcouch hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF EDCOUCH FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF EDCOUCH

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

Name: Pete Dent Cavazos

Signature: [signature]

Date: 4/21/16

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF MISSION AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF MISSION** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Mission and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Mission agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Mission hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF MISSION FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF MISSION

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

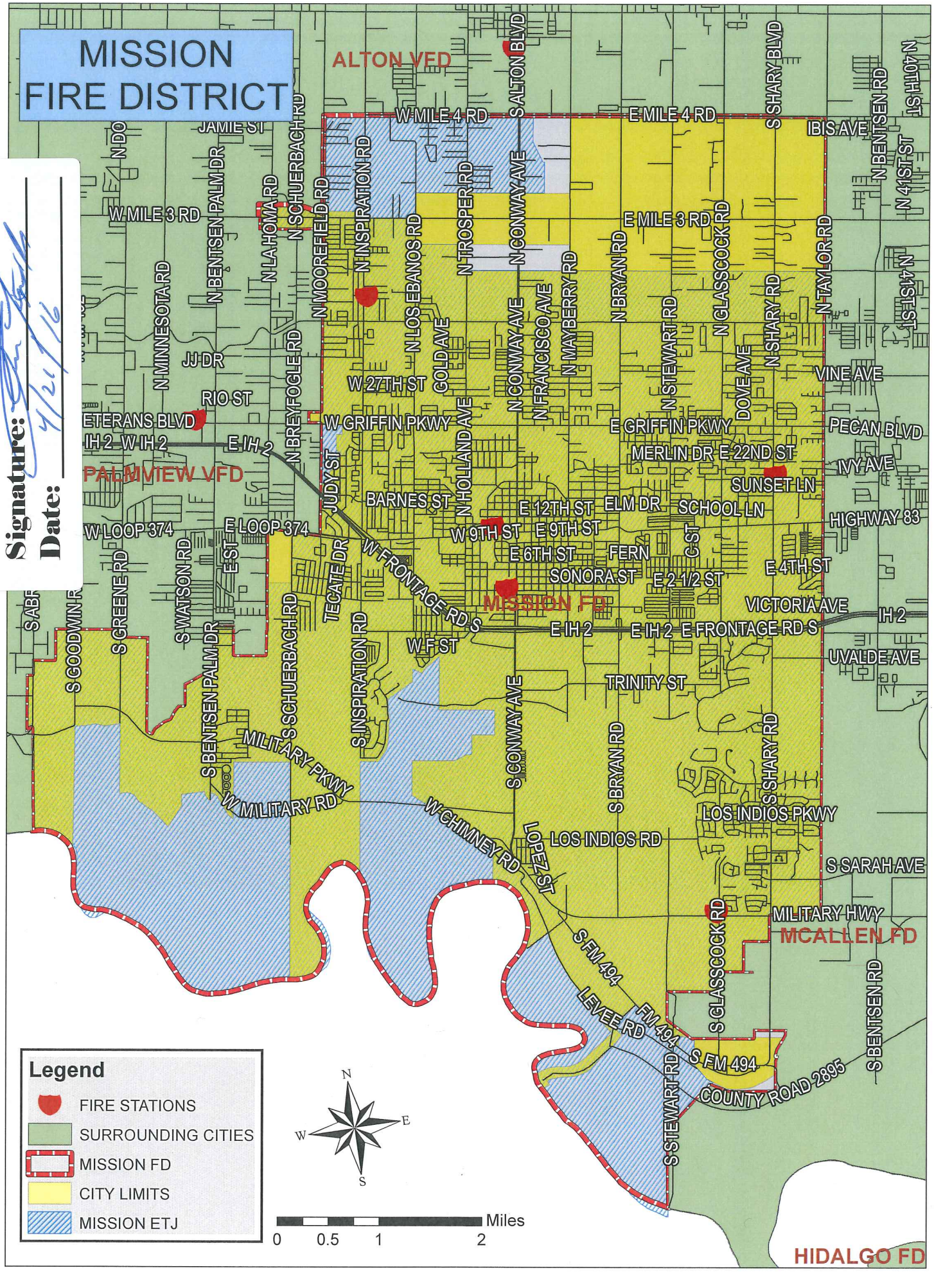
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



Name: Rene Lopez, J

Signature:

Date: 4/21/16

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF PALMVIEW AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF PALMVIEW** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Palmview and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Palmview agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of Palmview hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF PALMVIEW FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF PALMVIEW

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

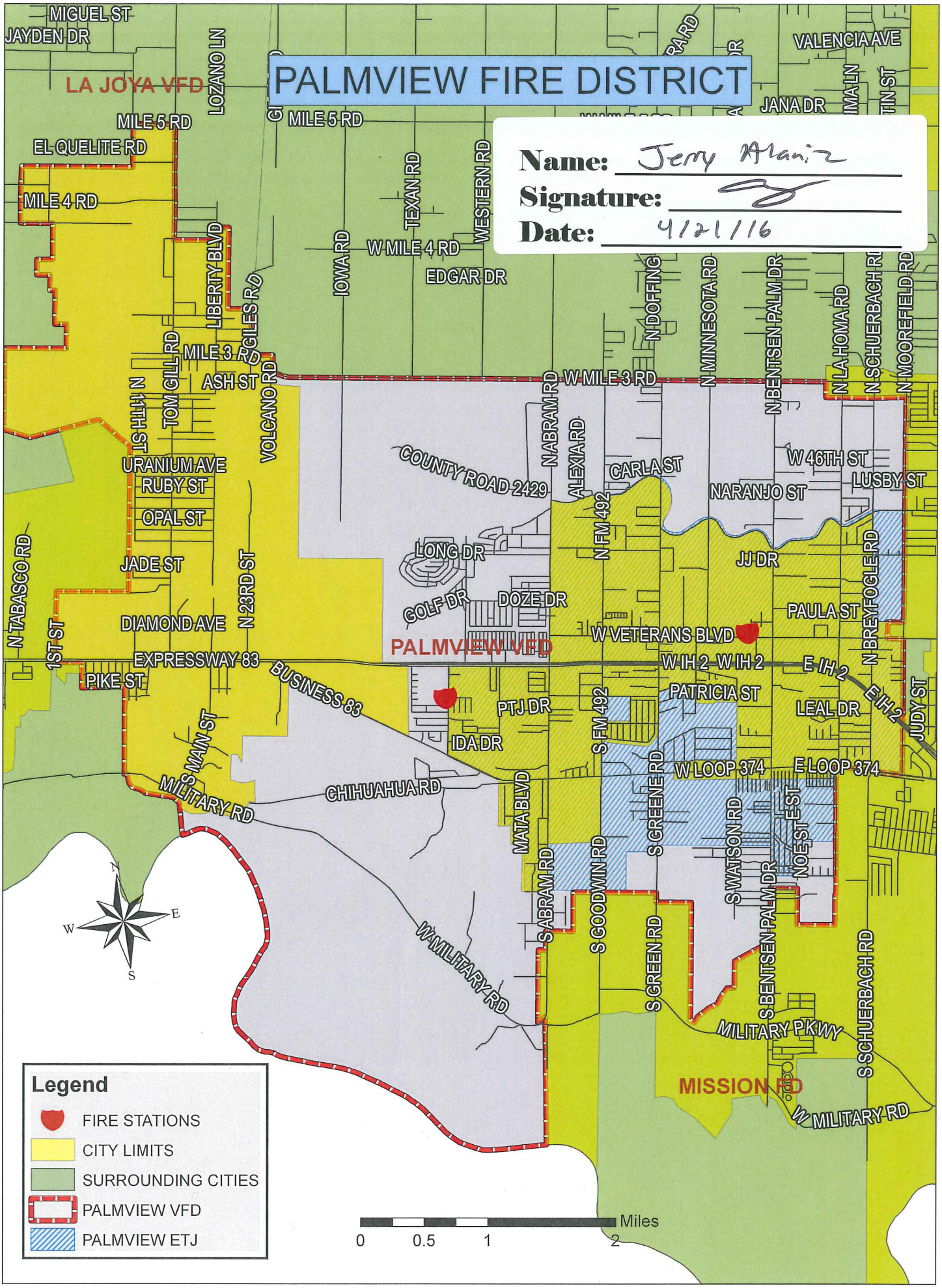
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney


PALMVIEW FIRE DISTRICT
Name: Jerry Alaniz
Signature:
Date: 4/21/16
LA JOYA VFD
PALMVIEW VFD
MISSION RD
MIGUEL ST
JAYDEN DR
LOZANO LN
MILE 5 RD
EL QUELITE RD
MILE 4 RD
LIBERTY BLVD
GILES RD
TOM GILL RD
MILE 3 RD
ASH ST
N 17TH ST
VOLCANO RD
IOWA RD
TEXAN RD
WESTERN RD
W MILE 4 RD
EDGAR DR
VALENCIA AVE
JANA DR
N DOFFING
N MINNESOTA RD
N BENTSEN PALM DR
N LA HOMA RD
N SCHUERBACH RD
N MOOREFIELD RD
W MILE 3 RD
N ABRAM RD
ALEXIA RD
COUNTY ROAD 2429
CARL A ST
W 46TH ST
LUSBY ST
NARANJO ST
N FM 492
LONG DR
JJ DR
GOLF DR
DOZE DR
PAULA ST
W VETERANS BLVD
N BREYFOGLE RD
URANIUM AVE
RUBY ST
OPAL ST
JADE ST
N 23RD ST
N TABASCO RD
1ST ST
DIAMOND AVE
EXPRESSWAY 83
PIKE ST
BUSINESS 83
W IH 2
E IH 2
PATRICIA ST
LEAL DR
JUDY ST
PTJ DR
IDA DR
S FM 492
S MAIN ST
MILITARY RD
CHIHUAHUA RD
W LOOP 374
E LOOP 374
MATA BLVD
S GREENE RD
S WATSON RD
NOE ST
S ABRAM RD
S GOODWIN RD
S GREEN RD
S BENTSEN PALM DR
S SCHUERBACH RD
W MILITARY RD
MILITARY PKWY
N
S
E
W
Legend
FIRE STATIONS
CITY LIMITS
SURROUNDING CITIES
PALMVIEW VFD
PALMVIEW ETJ
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1
2
Miles

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF SULLIVAN AND HIDALGO COUNTY, TEXAS RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF SULLIVAN** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of Sullivan and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of Sullivan agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of SULLIVAN hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

"EXHIBIT C-Map / CITY OF SULLIVAN FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF SULLIVAN

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

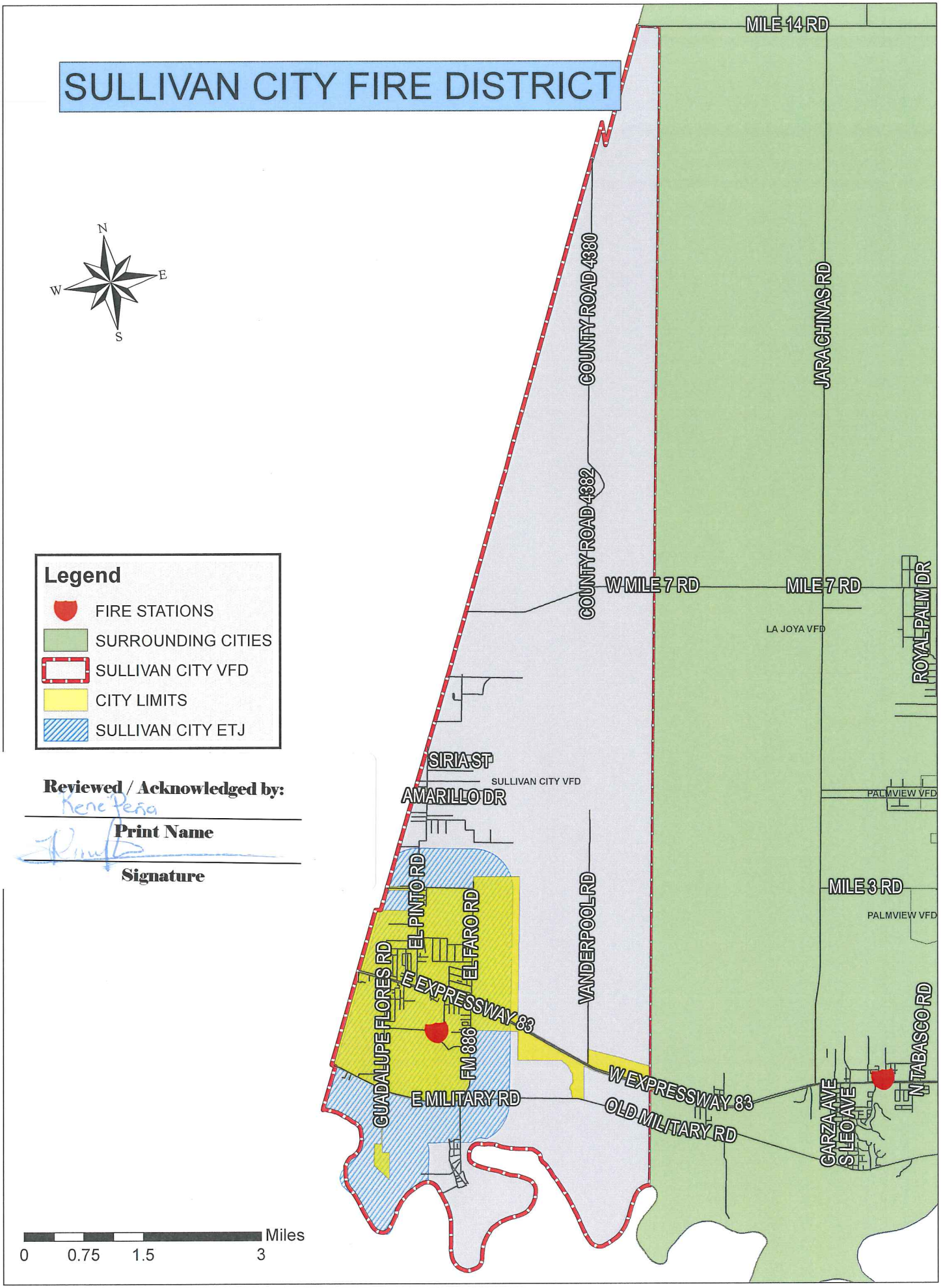
ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney

SULLIVAN CITY FIRE DISTRICT



Reviewed / Acknowledged by:

Rene Peña

Print Name

Signature

From: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
To: "Manuel Chapa" <manuel.chapa@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 9:34:34 AM
Subject: Fwd: 2016 RSA

Good morning,

Can you please attach this email to AI-53840 as legals approval

Thank you,
Glinda Pacheco
Planning Analyst
County of Hidalgo Texas
Department of Budget & Management
2818 S. Bus. Hwy 281
Edinburg ,TX 78539
Phone: 956-292-7025 Ext: 5411
Fax: 956-292-7035
glinda.pacheco@co.hidalgo.tx.us

From: "Victor Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Glinda Pacheco" <glinda.pacheco@co.hidalgo.tx.us>
Sent: Friday, April 1, 2016 9:08:58 AM
Subject: 2016 RSA

Ms. Pacheco,

our office has reviewed the proposed amendment to the 2016 Rual Emergency Services Agreement and at this time approve as to the form of the Amendment.

respectfully,

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) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 1
INTERLOCAL AGREEMENT BETWEEN CITY OF SAN JUAN
AND
HIDALGO COUNTY, TEXAS
RURAL EMERGENCY SERVICES

This **AMENDMENT No. 1** to the **INTERLOCAL AGREEMENT** by and between **CITY OF SAN JUAN** ("hereinafter referred to City/Entity") and **HIDALGO COUNTY, TEXAS** ("hereinafter referred to as HIDALGO") is entered into between the parties effective this **26th** day of **April, 2016.**

WHEREAS, City of San Juan and Hidalgo entered into an Interlocal Agreement effective **January 1, 2016** in which City of San Juan agreed to provide: **"Rural Emergency Services"** for Hidalgo County (the "Agreement");

WHEREAS, the parties desire to amend the Agreement as hereinafter provided;

WHEREAS, due to a need to replace **Exhibit "C"-Fire District Map,** the parties now desire to amend the Interlocal Agreement to denote the correct exhibit;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hidalgo and City of San Juan hereby agree to the following amendment to further modify and correct Exhibit C as set forth below:

1. **Exhibit C-Map -** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified, and attached hereto as:

   "EXHIBIT C-Map / CITY OF SAN JUAN FIRE DISTRICT MAP"

2. **Paragraph 3.3 –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

"3.3 Entity hereby agrees to seek authorization from the County Fire Marshal **PRIOR** to responding to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "**C**". Unless authorized by the County Fire Marshal, Entity and/or Rural Response District shall not be reimbursed for services rendered outside their designated geographical area."

3. **Paragraph 4.2.4 c. –** is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> "c. Shall determine if a Rural Response District may respond to a CALL outside of the Rural Response Districts' geographical area as delineated and depicted in Exhibit "C"."

4. **Paragraph 6.1.4.I. .1**- is hereby deleted in its entirety and replaced by the following, substituted in lieu thereof and where modified.

> **".1 FIREFIGHTING STRUCTURAL / VEHICLE FIRE** (as primary department)"

Except as modified or substituted herein, all terms and conditions of the Agreement, as amended, remain in full force and effective and Entity and County ratify and confirm the terms and provision of the Agreement.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

CITY OF SAN JUAN

By: _____

Print Name/Title: _____

HIDALGO COUNTY, TEXAS

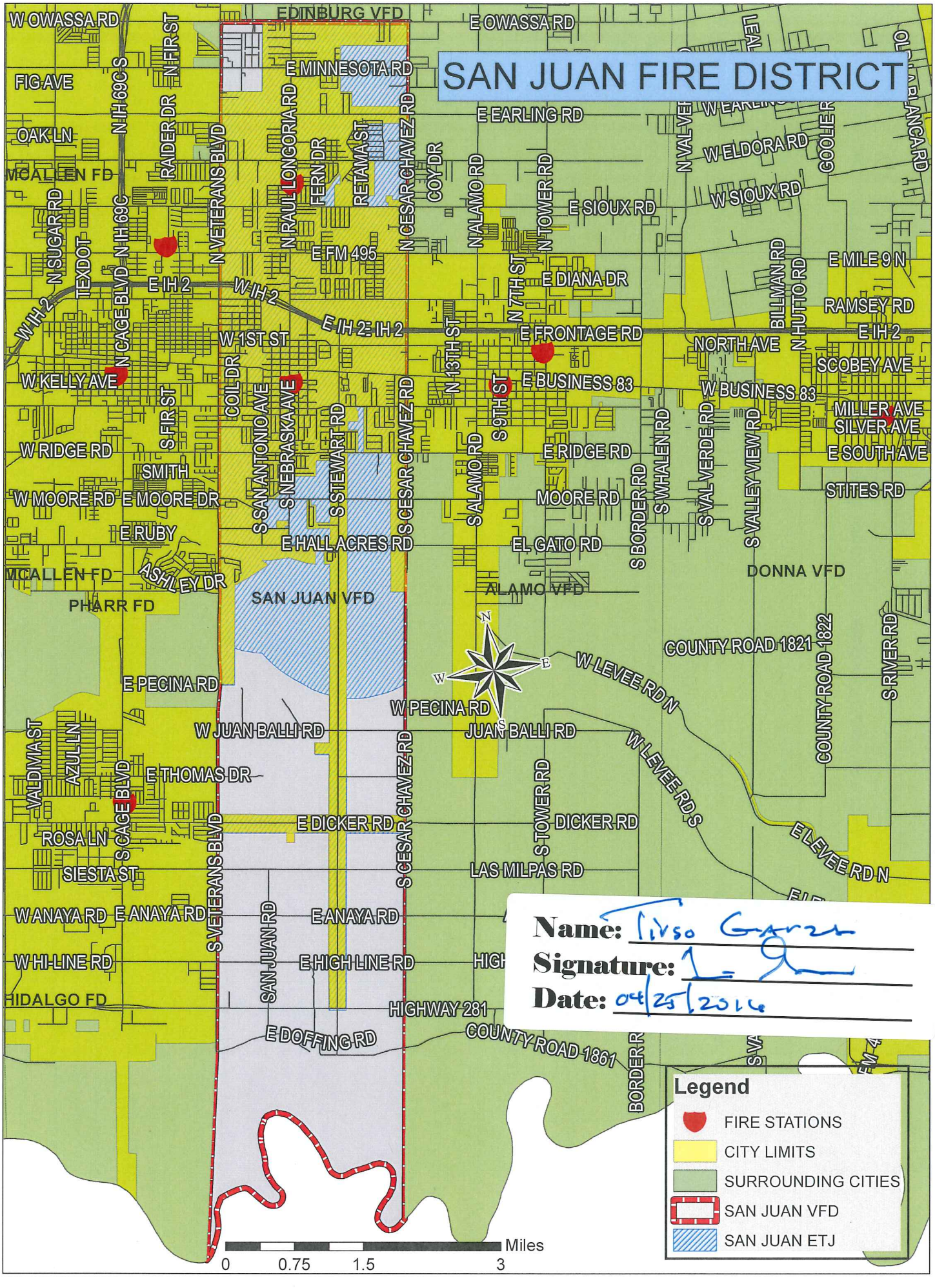
By: _____
Hon. Ramon Garcia, County Judge

ATTEST:

By: _____
Hon. Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney



Name: Tirso Garza

Signature:

Date: 04/25/2016

AI-54332 Urban County 11. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Presentation regarding the 2016 Urban County Leadership Conference, which was held Thursday, April 14 through Saturday, April 18, 2016.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 11:53 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Julia Sullivan Started On: 04/22/2016 10:52 AM

Final Approval Date: 04/22/2016

AI-54347 Urban County 11. B.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Diana Serna, URBAN COUNTY Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of City of Alton is requesting authority to purchase bunker gear through Hidalgo County's membership and participation with Buyboard approved vendor Casco Industries, (Buyboard Contract # 432-13) in the amount of $10,062.60 (quote attached hereto). There are no shipping fees. City of Alton UCP Year 28 (2015) Fire Station Equipment funds will be utilized along with City General Funds.

BACKGROUND

The equipment will be utilized by the Alton Fire Department for fire fighting purposes. Delivery is expected within 60 days of receipt of purchase order.

Vendor: Casco Industries, Inc.

Purchase Amount: $10,062.60

Funds Available:
$ 9,502.00 - Year 28 (2015) Fire Station Equipment
$ 560.60 - City of Alton Check No. 146933
Total: $10,062.60

Fiscal Impact

Attachments

Backup Documentation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 04:04 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Sandra Regalado Started On: 04/22/2016 03:58 PM

Final Approval Date: 04/22/2016

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard Person Contacted: Bob Yancy

VENDOR #1 Name: Casco Industries, Inc Contract No. : 432-13 Phone: 281-443-0999

Quantity	Description of Items	Price per Unit	Total Amount
4	**GLO-12782D** COAT, GEMINI XT GOLD PER SPEC	1,014.51	4,058.04
4	**GLO-22782D** PANT, GXT GEMINI GOLD PER SPEC	762.09	3048.36
46	**GLO-3RL** LETTERING 3" L/Y FOR COAT	1.44	66.24
4	**CRN-TRDB1C2B12210** HELMET 1044 DEFENDER BLACK	234.00	936.00
4	**CRN-F6** 6" CUSTOM LEATHER HELMET FRONT	32.40	129.60
4	**GLO-1301400** SHADOW LEATHER BOOT	371.00	1,484.00
4	**PGI-3038185** NOMEX ULTIMATE HOOD	22.09	88.36
4	**SHE-5228GL** GLOVE GOLD LARGE	63.00	252.00
		TOTAL:	$ 10,062.60

Recommendation: _____

Requested by: Jeff Underwood / City of Alton Date 4/20/16 UCP Approval: _____ Date 4-28-16

Casco INDUSTRIES, INC.
Fire Equipment Sales & Service

Providing Protection for those Who Protect Us since 1950

1920 Rankin Road, Suite 155 Houston, Texas 77073
281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: ALTON FD **Attn: JJ SALINAS** **Fax:** **E-Mail: jj.salinas@altontx.gov**	**Ship to:** Same **BUY-BOARD #432-13**

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
4/04/16	BOB YANCY		Best Way	DESTINATION	NET 30 Days

Qty	Description	List Price	Unit Price	Total
4	**GLO-12782D** COAT, GEMINI XT GOLD PER SPEC	1,695.40	1,014.51	4,058.04
4	**GLO-22782D** PANT, GXT GEMINI GOLD PER SPEC	1,270.15	762.09	3,048.36
46	**GLO-3RL** LETTERING 3" L/Y FOR COAT	2.40	1.44	66.24
4	**CRN-TRDB1C2B12210** HELMET 1044 DEFENDER BLACK	391.00	234.00	936.00
4	**CRN-F6** 6" CUSTOM LEATHER HELMET FRONT	54.00	32.40	129.60
4	**GLO-1301400** SHADOW LEATHER BOOT	530.00	371.00	1,484.00
4	**PGI-3038185** NOMEX ULTIMATE HOOD	28.32	22.09	88.36
4	**SHE-5228GL** GLOVE GOLD LARGE	84.00	63.00	252.00

Sub Total	**$10,062.60**
Shipping	**0.00**
TOTAL	**$10,062.60**

BOB YANCY / Sales Representative **byancy@cascoindustries.com**

CITY OF ALTON

City On The Grow

April 20, 2016

Guadalupe Garcia
Urban County Coordinator
Urban County Program
427 E. Duranta Ave. Ste. 107
Alamo, TX 78516

Re: 2015 Fire Station Equipment

Dear Ms. Garcia:

Please allow this letter to serve as a request from the City of Alton to utilize the 2015 Fire Station Equipment line item to purchase bunker gear for City of Alton fire fighters. I have included a quote from Casco Industries, Inc. in the amount of $10,062.60 for 4 sets of the bunker gear. At your earliest convenience please place this item before the County Commissioner's Court for approval.

If you have any questions please let me know.

Thank you,

Jeff Underwood
Assistant City Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-35570

Date Filed:
04/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Casco Industries, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
5015-10-0315-5000-1000
Purchase of Bunker Gear

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

E-MAILED APR 13 2016

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

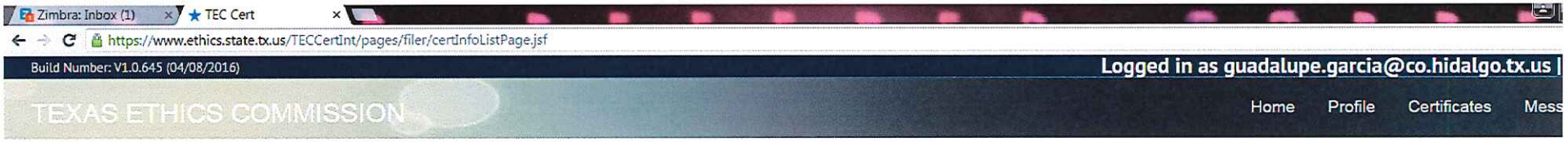
SHERYL D HALL - ID NO. 9501 NOTARY PUBLIC CADDO/BOSSIER PARISH, LA

AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said AGENT, Bob Yanay, this the 7th day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Doug Schaumburg	Doug Schaumburg	President / Owner



Enter Certificate number you wish to acknowledge: What is this?

Re-enter Certificate number you wish to acknowledge:

Acknowledge This Certificate View PDF Certificate

Completed Certificates

Wh

Certificate Number	Contract ID #	Business Entity	Date Completed	Certificate Status	Acknowledged Date	Action
2016-34973	5015-40-0315-5000-4000	TCG Investments LLC dba The Cambridge Group	04/04/2016	Acknowledged	04/05/2016	Print
2016-25978	5014/15-55-0306-5000-9100-UCP-	SAMES, Inc.	03/14/2016	Acknowledged	03/14/2016	Print
2016-19126	501213141530030650003000UPCGVG	JCON Construction LLC	02/26/2016	Acknowledged	03/09/2016	Print
2016-11682	5014-60-0311-5000-6000-UCP-GVG	South Texas Infrastructure Group, L.L.C.	02/10/2016	Acknowledged	02/10/2016	Print

(1 of 1) 1 10

Vendor Contract Information

Back

Vendor Name:	Casco Industries, Inc.
Address:	607 West 62 Street Shreveport, LA 71106
Phone Number:	(903) 235-3127
Email:	david@cascoindustries.com
Federal ID:	72-0698936
Contact:	David Stewart
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:	60
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, Colorado, Louisiana, New Mexico, Oklahoma, Texas
Quote Reference Number:	432-13
Return Policy:	Must call for RGA within 10 days of order receipt

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Casco Industries, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: glo

Vendor	Description
Casco Industries, Inc.	35% Discount Off Globe pricelist for all Turnout Gear

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Full Description: 35% Discount Off of Globe pricelist for all Turnout Gear

Casco Industries, Inc.	30% Discount Off Globe pricelist for all Fire Fighters Protective Boots

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Full Description: 30% Discount Off of Globe pricelist for all Fire Fighters Protective Boots

Casco Industries, Inc.	20% Discount Off Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and Gear Bags

Extended Product Information

Reference Number: 432-13

Part Number: Catalog

Full Description: 20% Discount Off of Globe pricelist for all Protective Clothing and Rescue Gear including Helmets and

Showing 1 to 3 of 3 entries (filtered from 28 total entries)

First | Previous | 1 | Next | Last

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

February 16, 2016

Sent via Email to:david@cascoindustries.com

David Stewart
Casco Industries, Inc.
607 West 62 Street
Shreveport LA 71106

Re: Public Safety & Fire House Supplies & Equipment
BuyBoard Contract 432-13

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Public Safety & Fire House Supplies & Equipment Proposal, RFP 432-13, will expire March 31, 2016.

At this time, we are renewing your contract through March 31, 2017. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett
Contract Administrator

The Local Government Purchasing Cooperative

For the Period 4/1/2014 to 3/31/2017

Final Catalog Award Report for Public Safety & Fire House Supplies & Equipment #432-13

28 Discount % Off Catalog/Pricelist for Breathing Apparatus

Vendor	Vendor Catalog Info	Percent Discount	Award
Wilson Fire-Rescue	Avon Protection Systems pricelist	25%	Yes
Dooley Tackaberry, Inc.	Draeger pricelist	13%	Yes
NAFECO	Draeger Safety pricelist	15.5%	Yes
Metro Fire Apparatus Specialists, Inc.	Honeywell pricelist	11%	Yes
Casco Industries, Inc.	MSA pricelist (10% to 30% discount)	10%	Yes
Daco Fire Equipment	Scott pricelist	25%	Yes
Dooley Tackaberry, Inc.	Scott pricelist (excludes test equipment)	25%	Yes

29 Discount % Off Catalog/Pricelist for all Protective Clothing and Rescue Gear including Helmets a

Vendor	Vendor Catalog Info	Percent Discount	Award
Metro Fire Apparatus Specialists, Inc.	Bullard pricelist	27%	Yes
Dooley Tackaberry, Inc.	Bullard pricelist (Helmets only)	38%	Yes
Casco Industries, Inc.	ESS pricelist	28%	Yes
Dooley Tackaberry, Inc.	Fyrepel pricelist	25%	Yes
Casco Industries, Inc.	Globe pricelist	20%	Yes
GT Distributors, Inc.	GT Distributors pricelist (20% to 45% discount)	20%	Yes
Dooley Tackaberry, Inc.	Honeywell pricelist	36%	Yes
Metro Fire Apparatus Specialists, Inc.	Honeywell pricelist	25%	No
Metro Fire Apparatus Specialists, Inc.	Lakeland Fire pricelist	20%	Yes
Casco Industries, Inc.	Life Liners pricelist	20%	Yes
NAFECO	Lion Helmets pricelist	32.5%	Yes
Daco Fire Equipment	Lion pricelist	25%	Yes
Dooley Tackaberry, Inc.	Morning Pride Helmets pricelist	50%	Yes
Casco Industries, Inc.	MSA pricelist	40%	Yes
Casco Industries, Inc.	PGI pricelist	22%	Yes
Casco Industries, Inc.	Shelby pricelist	25%	Yes
Metro Fire Apparatus Specialists, Inc.	TecGen pricelist	18%	Yes
CMC Government Services	Vertx pricelist	25%	Yes
Galls, LLC	www.galls.com (0% to 20% discount)	0%	Yes

The Local Government Purchasing Cooperative

For the Period 4/1/2014 to 3/31/2017

Final Catalog Award Report for Public Safety & Fire House Supplies & Equipment #432-13

31 Discount % Off Catalog/Pricelist for all Fire Fighters Protective Boots

Vendor	Vendor Catalog Info	Percent Discount	Award
Daco Fire Equipment	Black Diamon pricelist	10%	Yes
Metro Fire Apparatus Specialists, Inc.	Cosmas pricelist	20%	Yes
Casco Industries, Inc.	Globe pricelist	30%	Yes
GT Distributors, Inc.	GT Distributors pricelist	40%	Yes
NAFECO	Haix pricelist	16%	Yes
Metro Fire Apparatus Specialists, Inc.	Haix pricelist	10%	Yes
Daco Fire Equipment	Haix pricelist	10%	Yes
Dooley Tackaberry, Inc.	Honeywell pricelist	36%	Yes
Metro Fire Apparatus Specialists, Inc.	Honeywell pricelist	25%	No
NAFECO	Lion Footwear pricelist	14%	No
Daco Fire Equipment	Lion pricelist	25%	Yes
Dooley Tackaberry, Inc.	Thorogood pricelist	40%	Yes
~~Casco Industries, Inc.~~	~~Thorogood pricelist~~	~~33%~~	~~No~~
Galls, LLC	www.galls.com	10%	Yes

32 Discount % Off Catalog/Pricelist for all Nomex Station Uniforms

Vendor	Vendor Catalog Info	Percent Discount	Award
GT Distributors, Inc.	GT Distributors pricelist	28%	Yes
Daco Fire Equipment	Lion pricelist	25%	Yes
NAFECO	Lion Stationwear pricelist	15%	No
Miller Uniforms & Emblems Inc.	Workrite pricelist	5%	Yes
NAFECO	Workrite pricelist	16%	Yes
Galls, LLC	www.galls.com (0% to 20% discount)	0%	Yes

Rev 04/08/08

QUOTE / ORDER FORM

Date Prepared : 03/16/16

NOTE - THIS QUOTE SHEET MUST BE SUBMITTED WITH EACH ORDER TO BE PROCESSED AGAINST THIS QUOTATION !

GLOBE Firefighters Suits

PO NUMBER: | PAGE #: | DATE:

QUOTE NAME: CASCO ADV GX3 STK (REV 1) | QUOTE#: F030516-1G | EXPIRES: 03/31/17

DEALER #: 100750 | DEALER NAME: CASCO INDUSTRIES ATTN: DAVID STEWART

LEVEL 1 - MASTER QUOTE — Jacket Level 1

MODEL NUMBER: 12782-D | LENGTH: 32" | QUOTED QTY:

ORDER NOW	CODE	FEATURES DESCRIPTION	Note: Due to space limitations, some options & placements are not available on smaller sized garments	
	127	7.0oz ADVANCE G-XTREME 3.0 JACKET (advise color)		
	82-D	* ARALITE NP THERMAL LINER		
		* GORE RT7100 MOISTURE BARRIER	* STD DRAG RESCUE DEVICE	
		* NYC L/Y TRIPLE TRIM		
		* VELCRO & SNAPS FOR HANGING PATCH		
		* STD ZIPPER IN/VELCRO OUT CLOSURE		
		* STD 2x8x8 EXP PKTS W/FLC HANDWARMERS	NOTE: DEVIATION FROM THESE SPECIFICATIONS	
		* SURVIVOR FLASHLIGHT HOLDER RIGHT CHEST	WILL BE PROCESSED AT YOUR STD DISCOUNT	
		* 13PB RADIO POCKET 3X3.5X9" LEFT CHEST		
		* SELF MIC 1x3 LEFT CHEST	2016 PRICES	
		* NOMEX HAND & WRIST GUARDS		
		Option List (Base Level 1 List x Qty)	$ -	BASE LEVEL 1 LIST: $1,685.00

ALLOWABLE VARIATIONS: (ADD PRICE IF SELECTED)

		FOR 2" OR 3" SLT LETTERS,ADD PER LETTER:	2.40		
		FOR HELMET SNAP (advise location), ADD:	5.25		
		FOR SELF MIC STRAP (advise location), ADD:	2.90		
1		FOR DRAGONHIDE CUFFS, ADD:	10.40		10.40
		FOR ZIPPERGRIPPER, ADD:	16.10		
		Option Price Column To Use:		TOTAL LEVEL 1 LIST:	$1,695.40

Note : No Oversize charges until size sixty (60). DISCOUNT : NET :

LEVEL 2 - OPTIONS — OPTIONS - Jacket Level 2

LEVEL 2 VARIATIONS: (ADD PRICE IF SELECTED) | LEVEL 1 LIST (above):

		FOR CROSSTECH BLK MB (-G), ADD:	118.00		
		FOR BLACK PCA ADVANCE SHELL, ADD:	43.00		
		FOR HANGING LETTER PATCH , ADD:	23.60		
		FOR US FLAG RIGHT SLEEVE, ADD:	16.65		
		FOR EMBROIDERED TEXAS FLAG LEFT SLEEVE, ADD:	22.20		
		FOR L/Y TRIPLE TRIM NFPA VERTICAL, DEDUCT:	-28.15		
		Option Price Column To Use:		TOTAL LEVEL 2 LIST:	

DISCOUNT : NET :

NOT ON QUOTE — NOQ (DISCOUNT TO BE DETERMINED) - Jacket Level 3

LEVEL 3 VARIATIONS: (DETERMINE FEATURES AND FAX TO FACTORY FOR CUSTOM QUOTE) | LEVEL 2 LIST (above):

		FOR COAT HOOK (advise location), ADD:	3.05		
		FOR UNIVERSAL CLIP ON RC (advise location), ADD:	10.15		
		FOR BLACK SUEDE CUFFS	1.70		
		FOR CALDURA SL2i THERMAL LINER (-57), ADD	113.00		
SUBMIT FOR PRICING		Option Price Column To Use:		TOTAL LEVEL 3 LIST:	

DISCOUNT : NET :

*Note : All prices shown are list - Dealer must apply discounts shown to calculate the net price.

1695.40 @ 20% off = Buyboard Price # 1356.32

Quoted higher discount for Garcia

0 • C

1 • 695 • 40 ×
20 • %
339 • 08 *

1 • 356 • 32 - %

Rev 04/08/08

QUOTE / ORDER FORM

Date Prepared : 03/16/16

NOTE - THIS QUOTE SHEET MUST BE SUBMITTED WITH EACH ORDER TO BE PROCESSED AGAINST THIS QUOTATION !

GLOBE Firefighter Suits

PO NUMBER: | PAGE #: | DATE:

QUOTE NAME: CASCO ADV GX3 STK (REV 1) | QUOTE#: F030516-1G | EXPIRES: 03/31/17

DEALER #: 100750 | DEALER NAME: CASCO INDUSTRIES ATTN: DAVID STEWART

LEVEL 1 - MASTER QUOTE

Trouser Level 1

MODEL NUMBER: 22782-D | LENGTH: | QUOTED QTY:

Note: Due to fabrics limitations some options are not available on smaller sized garments

ORDER QTY	CODE	FEATURE DESCRIPTION		
	227	7.0oz ADVANCE G-XTREME 3.0 PANT (advise color)		
	82-D	* ARALITE NP THERMAL LINER		
		* GORE RT7100 MOISTURE BARRIER		
		* 3" L/Y TRIPLE TRIM AROUND CUFFS		
		* STD VELCRO/BLACK BELT CLOSURE		NOTE: DEVIATION FROM THESE SPECIFICATIONS
		* GREY SUEDE KNEES		WILL BE PROCESSED AT YOUR STD DISCOUNT
		* PADDED KNEES		
		* STD 2x10x10 EXP PKTS		2016 PRICES
		* STD BLK PADDED H-BACK RIPCORD SUSPENDERS		
		Order List (Base Level 1 List x Qty)	$0.00	BASE LEVEL 1 LIST: $1,208.85

ALLOWABLE VARIATIONS: (ADD PRICE IF SELECTED)

1		FOR SILIZONE KNEE PADDING ON LINER IPO PADDED KNEES, ADD:	17.55		17.55
1		FOR DRAGONHIDE CUFFS, ADD:	29.45		29.45
1		FOR DRAGONHIDE KNEES, ADD:	14.30		14.30
		FOR BLACK PCA ADVANCE SHELL, ADD:	35.00		
		Option Price Column To Use:		TOTAL LEVEL 1 LIST:	$1,270.15

Note : No Oversize charges until size sixty (60). DISCOUNT : NET : $

LEVEL 2 - OPTIONS

OPTIONS - Trouser Level 2

LEVEL 2 VARIATIONS: (ADD PRICE IF SELECTED) | LEVEL 1 LIST (above):

	FOR CROSSTECH BLACK MB (-G), ADD:	100.00		
	Option Price Column To Use:		TOTAL LEVEL 2 LIST:	

DISCOUNT : NET :

NOT ON QUOTE

NOQ (DISCOUNT TO BE DETERMINED) - Trouser Level 3

LEVEL 3 VARIATIONS: (DETERMINE FEATURES AND FAX TO FACTORY FOR CUSTOM QUOTE) | LEVEL 2 LIST (above):

	FOR CALDURA SL2i THERMAL LINER (-57), ADD:	103.00		
	FOR BLACK SUEDE CUFFS, ADD:	2.45		
	FOR BLACK SUEDE KNEES, ADD:	4.65		
SUBMIT FOR PRICING	Option Price Column To Use:		TOTAL LEVEL 3 LIST:	

DISCOUNT : NET :

Note : All prices shown are list - Dealer must apply discounts shown to calculate the net price.

FOB: PLANT | TERMS: NET 30 | EST. SHIP: 30 days after receipt of order

Terms: Terms and conditions including prices, amounts & delivery times apply only to customer listed above. Any deviation may invalidate quote.
Delivery: Times vary due to availability of Materials/Customization and any Production backlog when the order is placed.
Not responsible for typographical errors.

OFFICIAL SIGNATURE:

STACEY WITTENBERG

1270.15 @ 20% discount = Buyboard Price: $ 1,016.12
Quoted higher discount (vor) Yolanda

0 • C

1 • 270 • 15 ×
20 • %
254 • 03 *

1 • 016 • 12 - %

Cairns® Traditional Helmets

Ordering Selection Matrix and Price List

All Prices in U.S. Dollars • **Prices Effective January 1, 2016**

MSA *The Safety Company*

A Model		B Color		C Eye/Face Protection		D Headband Liners		E Earlaps		F Front Holder		G Chinstrap		H Trim Type		I Trim Color		K Accessory Type	
1 1010	171	(1) Black		0 None *	0	1 Economy Flannel	30	1 Yellow Nomex	37	0 None	0	1 Nomex w/Quick Release	38	0 None *	0	(1) Lime/Yellow (standard)		0 None	0
2 1010 w/Bourkes	236	2 Red		1 4" Tuffshield	70	(2) Standard Flannel	43	2 Yellow Nomex w/Underchin Extension	45	(1) 5" Carved Brass Eagle	46	(2) Nomex w/Quick Release & Postman's Slide	47	(2) Reflexite (standard)	10	2 White * (Reflexite only)		A Low-Profile Goggle (10029699)	81
5 880 Tradition	133	3 Blue ◆		2 Cairns ESS Goggles	70	3 Deluxe Leather w/Crown Pad	56	3 PBI/Kevlar	61	2 6" Silk Screened Eagle	28			3 Scotchlite	14	3 Red/Orange *		B Low-Profile Hardware Only	14
6 880 Tradition w/Bourkes	198	4 White		4 ESS Innerzone 3 Goggles	76			4 PBI/Kevlar w/Underchin Extension	74	3 6" Silk Screened Maltese Cross	28					4 Blue * (Reflexite only)		C Additional Soft Goods Kit	85
7 1044	108	5 Yellow		5 ESS Innerzone 2 Goggles	81			5 Bloodborne Pathogen Resistant	57	4 5" Silk Screened Eagle †	28					5 Red/Orange Triple Trim (Scotchlite only)			
8 1044 w/Bourkes	173	6 Orange ◆		6 ESS Innerzone 1 Goggles	81			9 CFR Aluminized Bonnet w/PBI/Kevlar Shroud & Nomex Earlap ‡§	714	5 5" Silk Screened Maltese Cross †	28					6 Lime/Yellow Triple Trim (Scotchlite only)			
9 1010 w/Defender Visor ■	184	7 Green ‡◆		8 6" Gold-Coated Faceshield *	182			A Black Nomex	37	6 6" Carved Brass Beaver ‡	46								
A 1010 Defender w/Bourkes ■	249	8 Pink ◆		9 Faceshield for 880 w/5" front holder	63			(B) Black Nomex w/Underchin Extension ‡	45	7 6" Carved Brass Dragon ‡	46								
(B) 1044 w/Defender Visor ■	117			B Defender Visor, Clear ■	76														
C 1044 Defender w/Bourkes ■	182			(C) Defender Visor, Amber Tuffshield ■	83														
D 1010 Defender w/Faceshield ■	252																		
E 1044 Defender w/Faceshield ■	186																		

■ *Must specify Defender Visor in both "Model" and "Eye/Face Protection" selections*
◆ *Not available on 1044*
‡ *Not available with 880 Tradition*
† *Available with 880 Tradition only*
* *Not NFPA 1971 compliant*
§ *Not NFPA-1971 compliant when used with a Front Holder*

Column:	A	B	C	D	E	F	G	H	I	J	K
C-TRD-	B	1	C	2	B	1	2	2	1	A	0

PART NUMBER

QUANTITY

A	C	D	E	F	G	H	
$117.00	$83.00	$43.00	$45.00	$46.00	$47.00	$10.00	- 391.00

TOTAL HELMET LIST PRICE

ID 3600-28-MC-P / Sept 2015

© MSA 2015 Printed in U.S.A.

391.00 @ 40% discount = 234.60 Buyboard Price
Quoted higher discount (Vok) ggarcia

0 • C

391 • ×
40 • %
156 • 40 *

234 • 60 - %

MSA
The Safety Company

2016 MSA Cairns Front Pricing - Effective January 1, 2016

Front Style#	Front Style Description	List Price
10-18	8 inch standard fronts*	$91.00
19-30	6 inch standard fronts*	$54.00
150-161	5 inch standard fronts*	$54.00
31-37	4 inch standard fronts*	$46.00
38-41	3 inch standard fronts*	$43.00
42	6 inch FDNY-frame and insert*	$78.00
43	6 inch FDNY-frame only*	$55.00
44	6 inch FDNY-frame and insert (1 text block)*	$78.00
45	6 inch FDNY-frame only (1 text block)*	$55.00
46	6 inch FDNY-frame and insert (2 text block)*	$78.00
47	6 inch FDNY-frame only (2 text block)*	$55.00
48	6 inch FDNY-insert only*	$23.00
49	6 inch passport front-frame and insert*	$78.00
50	6 inch passport front-frame only*	$55.00
51	6 inch passport front-insert only*	$23.00
52	4 inch passport front-frame and insert*	$73.00
53	4 inch passport front-frame only*	$50.00
54	4 inch passport front-insert only*	$23.00
55	6 inch passport front-frame and insert*	$78.00
56	6 inch passport front-frame only*	$55.00
57	4 and 6 inch passport front-insert only*	$23.00
58	4 inch passport front-frame and insert*	$73.00
59	4 inch passport front-frame only*	$50.00
60	6 inch passport system-frame only*	$67.00
61	6 inch passport system-insert only*	$21.00
62	6 inch passport system-frame and insert*	$87.00
82-83	4 inch printed gold leaf fronts	$88.92
74-81	6 inch printed gold leaf fronts	$104.42
70-73	8 inch printed gold leaf fronts	$115.74
138-139	4 inch hand-painted golf leaf fronts	$317.52

54.00 @ 40% discount
= Buyboard Price # 32.40

√ Ok on point - Jfarca

54. x
40. %
21.60 *

32.40-%

128-137	6 inch hand-painted gold leaf fronts	$358.42
125-127	8 inch hand-painted gold leaf fronts	$476.96

Badges	Badge Description	List Price
Gold Badges	Various styles of gold badges	$60.00
Silver Badges	Various styles of silver badges	$55.00
Tin Emblem	Tin Emblem	$8.00
Luminous Background	Glow-in-dark luminous background for text panels	$28.00

*Cost does not include any gold badges, silver badges or tin emblems. It does not include cost for luminous (glow-in-dark) background option. Additional cost of the badge/emblem and luminous background would need to applied.

2016 FOOTGEAR PRICE LIST

Effective 2/1/16

Series	Men's	Women's	Description	List Price
Structural	4301400	430140W	SUPRALITE™ 14" Pull-On	$570.00
	4311400	431140W	SUPRALITE™ 14" Pull-On (wide calf)	$775.00
	1201400	120140W	SUPREME™ 14" Pull-On	$550.00
	1211400	121140W	SUPREME™ 14" Pull-On (wide calf)	$755.00
	1201450	120145W	SUPREME™ 14" Pull-On, Berry Compliant	$590.00
	1211450	121145W	SUPREME™ 14" Pull-On (wide calf), Berry Compliant	$795.00
	1201480*	120148W	14" Pull-On, Proximity Berry Compliant	$835.00
	1211480*	121148W	14" Pull-On, Proximity (wide calf), Berry Compliant	$1,060.00
G40 –	1301400	130140W	SHADOW™ 14" Pull-On	$530.00
	1311400	131140W	SHADOW™ 14" Pull-on (wide calf)	$735.00
	G301300	G30130W	ONYX™ 13" Pull-On	$460.00
	1201210	120121W	Structural12" Zipper / Speed Lace	$615.00
	F201050	F201050W	10" Station/Wildland	$460.00
Technical	2201010	220101W	Technical10" Zipper / Speed Lace	$595.00
Miscellaneous	1902100	190210W	Footbeds – Regular Fit	$10.25
(items size dependent)	1904100	190410W	Footbeds – Snug Fit	$10.25
	1932100	193210W	SUPRALITE™ Footbeds - Regular Fit	$13.50
	1934100	193410W	SUPRALITE™ EVA Insert - Snug Fit	$13.50
	19001000	1900100W	Zipper - 10" Technical Boots	$27.75
	19001200	1900120W	Zipper - 12" Structural Boots	$27.75
	1906100	60" NOMEX® Laces (10" Technical)		$9.25
	1906120	70" NOMEX® Laces (12" Structural)		$9.25
	1908100+	Socks – Large (sold by dozen - 15.40 per pair)		$184.70
	mark for	Customer name on individual boot box		$6.20/pr
	190755~	Refurbishing Service (see page 3)		$155.00 Net
		Restocking Fee		$20.00 Net

Globe FootGear Sizes:

Men's 5 – 16 (full and half sizes) plus 17 - 18 (full sizes only) in Narrow, Medium, Wide, and X-Wide widths.
*Men's 5 – 16 (full and half sizes) plus 17 in Narrow, Medium, Wide, and X-Wide widths
Women's 5 – 12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths.

Miscellaneous footbeds and zipper styles are size specific; please include boot size and width with order.

+ Socks are shipped from Pittsfield, NH and must be on a separate purchase order from all other style numbers which are shipped from Auburn, ME. Socks are sold in multiples of 12 pairs.

530.00 @ 30% discount = # 371.00 buyboard Price
On point. (Ok) Garcia

0.C

530.00 ×
30. %
159.00 *

371.00-%

COBRA™ FIRE FIGHTING AND ARC RESISTANT HOODS
PARTNER PRICE LIST

The *Cobra*™ hood line features our Comfort Plus™ (Nomex/Lenzing FR®) liner. The *Original Cobra* ™ hood line has the exact same features and construction as the Cobra hood line with the exception of the liner, which will be the same fabric as the outer shell.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

COBRA™ ULTIMATE™ with Comfort Plus™ Liner

Double ply hood featuring Comfort Plus™ liner. The Comfort Plus™ liner is the softest, most comfortable flame resistant liner available. Fabric wicks moisture off the skin, keeping the wearer drier and more comfortable. X-Long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	List Price	Partner Pricing
3038185	30180	Nomex ® (Meta Aramid) / Lenzing FR® with Comfort Plus™ Liner ⚠ Arc Rating: ATPV = 8.8 HRC 2	28.32	
3038285	30179	PBI® / Lenzing FR® with Comfort Plus™ Liner	36.65	
3038385	30177	P84® / Lenzing FR® with Comfort Plus™ Liner	36.34	

Original COBRA™ ULTIMATE™

Double ply hood throughout; X-long length; Designed for maximum protection; Covers the chest, shoulders and shoulder blades; Flat-stitched seams; X-heavy ½" wide elasticized face opening; Cover stitched bound drape; Sewn with 100% Nomex® thread; All points of stress bartacked.

All hoods are UL Classified and are compliant to NFPA 1971 - Current Edition.

New Style #	Old Style #	Description	List Price	Partner Pricing
3048085	30181	100% Nomex® (Meta Aramid)	34.95	
3048285	30178	PBI® / Lenzing FR®	43.11	
3048385	30176	P84® / Lenzing FR®	37.27	
3049298	N/A	Carbon Shield™ ⚠ Arc Rating: ATPV = 23.3 HRC 2	40.26	
3042284	New	Navy Meta Aramid / Lenzing FR®	31.35	
3042185	New	Ara-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 10.7 HRC 2	26.45	
3042093	New	Heather Gray Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 34.4 HRC 3	28.65	
3042098	New	Black Para-Tek FR™ Tri-Blend ⚠ Arc Rating: ATPV = 32 HRC 3	30.27	

Note: Hoods recommended for arc flash are indicated with a triangle arc symbol ⚠ and corresponding ATPV Arc Rating and Hazard Risk Category (HRC) Rating. The higher the ATPV rating the greater the protection.

PO I-

28.32 @ 22% discount = $ 22.09 Buyboard Price.

on point (VOC) ffyarcia.

0 • C

28 • 32 ×
22 • %
6 • 23 *

22 • 09 - %

SHELBY SPECIALTY GLOVES

1-800-888-3598 • 901-360-8928 • Fax 901-362-9127

U.S.A. Distributor Price List
Effective: August 15, 2015

YOUR SINGLE SOURCE™

	STYLE NO.	COLOR	SIZE	LIST PRICE PER PAIR
WORK/RESCUE/EXTRICATION	2500	Chartreuse	S,M,L,XL,*J	$ 59.50
	Shelby Xtrication Glove		*add $1.50 for Jumbo Size	
	2511	Black/Blue	S,M,L,XL,*J	$ 71.50
	NEW Shelby Xtrication with barrier		*add $1.50 for Jumbo Size	
	2520	Chartreuse	S,M,L,XL,*J	$ 66.50
	NEW Shelby Xtrication with Alycore		*add $1.50 for Jumbo Size	
	2517	Black	S,M,L,XL	$ 9.00
	Knit, Dipped Palm			
	2515	Tan/Black	S,M,L,XL	$ 34.50
	Goat Skin Rescue Glove			
	2518	Black	S,M,L,XL,*J	$ 39.50
	NEW Pre-Curved Rope Rescue Glove		*add $1.50 for Jumbo Size	
	2533	Cream	XS,S,M,L,XL,*J	$ 36.00
	Pigskin, SKINS Rescue/Wildland Glove		*add $1.50 for Jumbo Size	
	5002/5002F	Tan/Black	XS,S,M,L,XL,*J	$ 48.50
	Pigskin, Wildland/Rescue w/wristlet		*add $1.50 for Jumbo Size	
	5012	Blue/Black	XS,S,M,L,XL,*J	$ 50.00
	Cowhide w/wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	5013	Blue/Black	XS,S,M,L,XL,*J	$ 48.00
	Cowhide w/o wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	4235	Tan	XS,S,M,L,XL,*J	$ 49.00
	Pigskin w/o wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
	5009	Tan	XXS,XS,S,M,L,XL,*J	$ 55.50
	Pigskin w/o wristlet, Fed, Cal-Osha		*add $1.50 for Jumbo Size	
FIRE - NFPA COMPLIANT	5225	FDP Gold/Black	XXS,XS,S,M,L,XL,*J	$ 91.00
	Pigskin w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5226	FDP Gold/Black	XXS,XS,S,M,L,XL,*J	$ 89.00
	Pigskin w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5227	FDP Blue	XXS,XS,S,M,L,XL,*J	$ 86.00
	Koala Cow w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5228	FDP Blue	XXS,XS,S,M,L,XL,*J	$ 84.00
	Koala Cow w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5280	FDP Gold/Black	XXS,XS,S,M,L,XL,*J	$100.50
	Elk/Pig w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5280G	FDP Gold/Black	XXS,XS,S,M,L,XL,*J	$ 98.50
	Elk/Pig w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5282	FDP Gold	XXS,XS,S,M,L,XL,*J	$101.50
	Elk w/wristlet, NFPA		*add $1.50 for Jumbo Size	
	5282G	FDP Gold	XXS,XS,S,M,L,XL,*J	$ 99.50
	Elk w/o wristlet, NFPA		*add $1.50 for Jumbo Size	
	5281/5283	Gold	XXS,XS,S,M,L,XL,*J	$ 99.50
	NEW Cow, CTFT, NFPA		*add $1.50 for Jumbo Size	
	5284/5285	FLEX 24-7	XXS,XS,S,M,L,XL,*J	$134.50
	NEW Kevlar, CTFT, NFPA		*add $1.50 for Jumbo Size	
	5291/5292	Flex-Tuff	XXS,XS,S,M,L,XL,*J	$136.50
	NEW 3D, Silver, CTFT, NFPA		*add $1.50 for Jumbo Size	
	5293/5294	Flex-Tuff HS	XXS,XS,S,M,L,XL,*J	$159.50
	NEW 3D, CTFT, Hybridshield, NFPA		*add $1.50 for Jumbo Size	
	5200/5200G	Silver/Black	S,M,L,XL,*J	$191.00
	NEW Kevlar Aluminized, NFPA		*add $1.50 for Jumbo Size	
	1000	Rollout Sales Kit		

TERMS OF SALE

PAYMENT TERMS: NET 30 DAYS from date of invoice w
MINIMUM ORDER: $500 PER SHIPMENT. RETURN PO
no circumstances are Shelby Products to be sold out
We reserve the right to make ch

– Glove # SHE-5228GL

84.00 @ 25% discount
= $63.00 Buyboard Price
on point (Vox) Ojanca

AI-54269 IT Department 12. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE
Authorization and approval to change current mobile device number on cell phone assigned to Office Use through the County's membership/participation with CONTRACT DIR-SDD-1779 for VERIZON WIRELESS for the following:

Description:	User:	Current MDN:
Change MDN	Office Use	956-457-2562

BACKGROUND

Fiscal Impact

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 02:27 PM
Glinda Pacheco	Glinda Pacheco	04/22/2016 03:13 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Griselda Salazar Started On: 04/19/2016 11:26 AM

Final Approval Date: 04/22/2016

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☒ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: n/a

Department: DHS Office Dept#: 080

Quantity: 1 956-457-2562

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Service: $_____/mo (x) ____ months = _____ Account: _____-619/664

Requisition Total: _____ Requisition Number: _____

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) Elected Official/Department Head Authorization for Request:

Rosalinda Cantu 4/15/16

Signature Print Name Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Requesting new MDN

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-54306

Elections Administration 13. B.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Granjeno for their election to be held on May 7, 2016.

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-21-2016, the City of Granjeno does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:23 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Amanda Valdez Started On: 04/21/2016 01:59 PM

Final Approval Date: 04/22/2016

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF GRANJENO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 7, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 7, 2016**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 7, 2016**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place.

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any cost of supplies associated with the transfer of election records to the ENTITY on/or after the 61st day after the election; upon transfer, ENTITY shall become the custodian of election records for the remainder of any applicable preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;

E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, upon receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Yvette Cabrera
Mayor
City of Granjeno
6603 South FM 494
Granjeno, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

CITY OF GRANJENO
ENTITY

BY: _____

PRINT: YVETTE CABRERA

TITLE: MAYOR

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: Bianca De Rueda

PRINT: Bianca De Rueda

TITLE: City Commissioner

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Granjeno Mayor and 2 Commissioners — **DATE: May 7, 2016**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	12	$120.00
F	Election Media per Polling Location(s)	**$100.00**	2	$200.00
G	iVotronic Voting Machine(s)	**$150.00**	2	$300.00
G	ADA iVotronic Voting Machine(s)	**$150.00**	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$550.00**	1	$550.00
			Total iVotronic Coding Charges	$1,950.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	**$150.00**	2	$300.00
C	Printer Labels (per vote)	**$0.03**	544	$16.32
D	Username/Password - Per Polling Location	**$20.00**	2	$40.00
			Total Electronic Poll Book Charges	$1,256.32
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	20	$11.00
	Election Day Combination Forms	**$0.55**	20	$11.00
	Election Judge Kit for Early Voting	**$35.00**	1	$35.00
	Election Judge Kit for Election Day	**$35.00**	1	$35.00
	Polling Location Map(s)	**$17.00**	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	100	$20.00
			Total Supplies Charges	$146.00
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	300	$75.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	150	$60.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)	**$0.61**	300	$183.00
	Correspondence Postage	**$0.49**	1	0.49
			Total Mail & Ballot Service Charges	$918.49
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	Payroll for Early Voting Employees		**$2,826.40**	$2,826.40
	Payroll for Election Day Employees		**$508.00**	$508.00
			Total Payroll Charges	$3,334.40
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
			Total Canvass Report Charges	$0.00

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	2	174	$7.03
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	2	30	$1.21
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$10.69

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	**$45.00**	1	$45.00
			Total Cell Phone Charges	$45.00
6.12			Subtotal	$9,710.90
			Administrative Fees (10%)	$971.09
			ESTIMATED GRAND TOTAL	$10,681.99

AI-54313

Elections Administration 13. C.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Mission Consolidated Independent School District for their election to be held on May 7, 2016.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-21-2016, the Mission Consolidated Independent School District does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Mission CISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:25 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Amanda Valdez Started On: 04/21/2016 04:00 PM

Final Approval Date: 04/22/2016

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 7, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 7, 2016**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 7, 2016**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place.

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) ENTITY shall pay for an equal and proportionate share of any costs identified in this Agreement as a responsibility of the ENTITY that may be shared among other entities for which the COUNTY is performing similar services. These costs include but are not limited to all necessary election supplies and required by the COUNTY;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(F) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code Section 66.058.

(G) Reimburse the COUNTY for any cost of supplies associated with the transfer of election records to the ENTITY on/or after the 61st day after the election; upon transfer, ENTITY shall become the custodian of election records for the remainder of any applicable preservation period;

(H) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections

Administrator's duties;

(I) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(J) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election, provided that such costs would have been borne by the ENTITY in the absence of this Agreement;

(K) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(L) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;

D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, upon receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Sylvia Cruz
Director of Risk Management
Mission CISD
212 W. 18th Street
Mission, TX 78572

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE ENTITY AGREES TO PAY THE ADMINISTRATOR THE COST OF REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED AS A RESULT OF ANY NEGLIGIENT ACT OR OMMISSION BY ENTITY, THEIR AGENTS OR ASSIGNS.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

MISSION CISD
ENTITY

BY: _____

PRINT: PATRICIA O'CANA-OLIVAREZ

TITLE: BOARD PRESIDENT

ATTEST

BY: _____

PRINT: _____

TITLE: _____

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Mission CISD Board Trustee Place 2, 3, 4 & 5	**DATE: May 7, 2016**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	16	$160.00
F	Election Media per Polling Location(s)		**$100.00**	7	$700.00
G	iVotronic Voting Machine(s)		**$150.00**	14	$2,100.00
G	ADA iVotronic Voting Machine(s)		**$150.00**	7	$1,050.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$550.00**	1	$550.00
				Total iVotronic Coding Charges	**$5,050.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)		**$100.00**	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)		**$150.00**	7	$1,050.00
C	Printer Labels (25, 526 per vote)		**$0.03**	51,052	$1,531.56
D	Username/Password - Per Polling Location		**$20.00**	7	$140.00
				Total Electronic Poll Book Charges	**$3,621.56**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	550	$302.50
	Election Day Combination Forms		**$0.55**	550	$302.50
	Election Judge Kit for Early Voting		**$35.00**	2	$70.00
	Election Judge Kit for Election Day		**$35.00**	5	$175.00
	Polling Location Map(s)		**$17.00**	7	$119.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	450	$90.00
				Total Supplies Charges	**$1,059.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	800	$200.00
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	300	$120.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	300	$600.00
	Postage Mail-in-Ballots (per request)		**$0.61**	300	$183.00
	Correspondence Postage		**$0.49**	5	2.45
				Total Mail & Ballot Service Charges	**$1,105.45**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**		**Price**	**Quantity**	**Total**
				0	$0.00
				Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	Payroll for Early Voting Employees		**$9,167.00**		$9,167.00
	Payroll for Election Day Employees		**$4,055.00**		$4,055.00
				Total Payroll Charges	**$13,222.00**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 12.00**	2	174	$8.35
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 10.10**	8	696	$112.47
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 12.00**	5	75	$9.00
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 10.10**	20	300	$121.20
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$251.03**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)		**$45.00**	7	$315.00
				Total Cell Phone Charges	**$315.00**
6.12				**Subtotal**	**$26,674.04**
				Administrative Fees (10%)	**$2,667.40**
				ESTIMATED GRAND TOTAL	**$29,341.44**

AI-54312

Elections Administration 13. D.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Weslaco Independent School District for their election to be held on May 7, 2016.

BACKGROUND

One (1) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-21-2016, Weslaco Independent School District does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

Weslaco ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:25 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Amanda Valdez Started On: 04/21/2016 03:53 PM

Final Approval Date: 04/22/2016

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **WESLACO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 7, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 7, 2016**, election of the ENTITY (the "Election"); and

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WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

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PURPOSE

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ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place.

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Notify the election judges of the date, time and place of the election;

(M) Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $12.00 per hour for Election Judges and $10.10 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $10.10 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(E) Canvass the Election results for the ENTITY'S governing body;

(F) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

(G) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code Section 66.058.

(H) Reimburse the COUNTY for any cost of supplies associated with the transfer of election records to the ENTITY on/or after the 61st day after the election; upon transfer, ENTITY shall become the custodian of election records for the remainder of any applicable preservation period;

(I) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(J) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(K) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(L) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

(M) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges

(PEB), compact flash cards, labels, bags, keys, etc.;

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $12.00 per hour for Election Judge, $10.10 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $10.10 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $12.00 per hour and Ballot Board clerks at $10.10 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, upon receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Dr. Ruben Alejandro
Weslaco ISD
319 W. Fourth Street
Weslaco, TX 78599-0266

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 8 day of April, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

WESLACO ISD
ENTITY

BY: Dr. Filomena Leo

PRINT: DR. FILOMENA LEO

TITLE: INTERIM SUPERINTENDENT

ATTEST

BY: O Caballero

PRINT: Oscar Caballero

TITLE: Board Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Weslaco ISD Bond	DATE: May 7, 2016		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	0	$0.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	1	$10.00
E	Audio Files (Per Candidate/ Responses)	$10.00	2	$20.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	5	$750.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	**$2,280.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$300.00
C	Printer Labels (per vote)	$0.03	57558	$1,726.74
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	**$2,966.74**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	600	$330.00
	Election Day Combination Forms	$0.55	600	$330.00
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	200	$40.00
			Total Supplies Charges	**$804.00**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	200	$50.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	600	$240.00
	Mail-in-Ballots Kit(s) per request	$2.00	200	$400.00
	Postage Mail-in-Ballots (per request)	$0.61	200	$122.00
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	**$812.49**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper Logic and Accuracy	$500.00	1	$500.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$500.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$3,705.10		$3,705.10
	Payroll for Election Day Employees	$659.50		$659.50
			Total Payroll Charges	**$4,364.60**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	3	261	$15.82
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	3	45	$2.73
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$20.99**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
			Total Cell Phone Charges	**$45.00**
6.12			**Subtotal**	**$12,043.82**
			Administrative Fees (10%)	**$1,204.38**
			ESTIMATED GRAND TOTAL	**$13,248.20**

AI-54310

Elections Administration 13. E.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Mercedes for their election to be held on May 7, 2016.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 4-21-2016, the City of Mercedes does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

City of Mercedes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:24 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Amanda Valdez Started On: 04/21/2016 03:43 PM

Final Approval Date: 04/22/2016

#2016/03/15A

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF MERCEDES**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **May 7, 2016**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **May 7, 2016**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **May 7, 2016**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic device training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Provide signage to be placed at each polling location that shows Texas Penal Code Section 46.03(a)(2) as it relates to the prohibition of firearms on the premises of a polling place.

(J) Procure early voting polling places and election day polling places, as ordered;

(K) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(L) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(M) Notify the election judges of the date, time and place of the election;

(N) Procure and pay election judges and clerks for early voting and election day voting;

(O) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(P) Procure and pay Ballot Board members ;

(Q) Provide information for election officers;

(R) Provide such incidental related services as may be necessary to conduct the election;

(S) Serve as the Early Voting Clerk;

(T) Establish a Central Counting Station for the purpose of tabulating ballots; and

(U) Tabulate election results in preparation for ENTITY's canvassing.

(V) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058; after this period, the records will be returned to the ENTITY for the remainder of the preservation period.

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H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
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6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A.

B. After the Election and as soon as practicable, upon receiving final invoiced from 3rd party vendors, the ADMINISTRATOR shall prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the entire balance shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Arcelia Felix
City Secretary
City of Mercedes
PO Box 837
Mercedes, TX 78570

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2016

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

CITY OF MERCEDES
ENTITY

BY: _____

PRINT: HENRY HINOJOSA

TITLE: MAYOR

ATTEST

BY: _____

PRINT: ARCELIA L. FELIX

TITLE: CITY SECRETARY

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
VICTOR M. GARZA,
Assistant District Attorney

2016 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: City of Mercedes Commissioner Place 2 & 4 — **DATE: May 7, 2016**

6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	8	$80.00
F	Election Media per Polling Location(s)	$100.00	2	$200.00
G	iVotronic Voting Machine(s)	$150.00	5	$750.00
G	ADA iVotronic Voting Machine(s)	$150.00	2	$300.00
H	Delivery/ Pick-up Fee (includes Mileage)	$550.00	1	$550.00
			Total iVotronic Coding Charges	**$2,350.00**
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	Voter Registration Database Access (Per Day)	$100.00	9	$900.00
B	Laptop Rental (includes Bar Code Scanner/ Brother Printer)	$150.00	2	$300.00
C	Printer Labels (per vote)	$0.03	16006	$480.18
D	Username/Password - Per Polling Location	$20.00	2	$40.00
			Total Electronic Poll Book Charges	**$1,720.18**
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	$0.55	175	$96.25
	Election Day Combination Forms	$0.55	175	$96.25
	Election Judge Kit for Early Voting	$35.00	1	$35.00
	Election Judge Kit for Election Day	$35.00	1	$35.00
	Polling Location Map(s)	$17.00	2	$34.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	300	$60.00
			Total Supplies Charges	**$356.50**
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	$0.25	400	$100.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	500	$200.00
	Mail-in-Ballots Kit(s) per request	$2.00	400	$800.00
	Postage Mail-in-Ballots (per request)	$0.61	400	$244.00
	Correspondence Postage	$0.49	1	0.49
			Total Mail & Ballot Service Charges	**$1,344.49**
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	**$1,800.00**
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	**$0.00**
6.07	**Payroll for Training and Election Poll Workers**	**Price**		**Total**
	Payroll for Early Voting Employees	$4,583.80		$4,583.80
	Payroll for Election Day Employees	$811.00		$811.00
			Total Payroll Charges	**$5,394.80**
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
			Total Canvass Report Charges	**$0.00**

6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	$ 12.00	1	87	$2.09
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 10.10	4	348	$28.12
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 12.00	1	15	$0.36
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 10.10	4	60	$4.85
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$35.41**

6.11	**Cell Phones**	**Price**	**Quantity**	**Total**
	Verizon Wireless phone (subject to change with out notice)	$45.00	1	$45.00
			Total Cell Phone Charges	**$45.00**
6.12			**Subtotal**	**$13,296.38**
			Administrative Fees (10%)	**$1,329.64**
			ESTIMATED GRAND TOTAL	**$14,626.02**

AI-54314 Head Start 14. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Approval to Relocate a Two Classroom Portable Building from the San Juan II Head Start Center, 601 Earling Road, San Juan, Texas to the Edinburg IV Head Start Center, 3215 Richardson Road, Edinburg, Texas, to Address Population Needs

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 10:29 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Linda Galaviz Started On: 04/21/2016 04:24 PM

Final Approval Date: 04/22/2016

AI-54304 Head Start 14. B.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Budget Amendment

BACKGROUND

Policy Council Approval: 04.20.16

Fiscal Impact

Attachments

Budget Amendment

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 02:52 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Linda Galaviz Started On: 04/21/2016 01:01 PM

Final Approval Date: 04/22/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: April 20, 2016

SUBJECT: Discussion/Approval of Budget Amendment

RATIONALE/NEED: To reallocate estimated year-end balances in budgeted line items. The amendment reflects relocation of funds to areas of need.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: The budget amendment information will be presented at the meeting.

****

INITIATED BY: Edmundo Garcia, Assistant Director for Operations

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start
MEMORANDUM
"Children first..."

==========

Date: April 20, 2016

To: Hidalgo County Policy Council
Hidalgo County Commissioners' Court

From: Teresa Flores, Executive Director

C.C: Edmundo Garcia, Assistant Program Director
Nora Munoz, Assistant Program Director
Elma Carrera, Chief Financial Officer

Subject: 2016 Budget Amendment

As you may recall the Head Start Budget period for 2015 was extended, by the Department of Health and Human Services (HHS) through 06/30/2016, pending the final outcome of the Designated Renewal System (DRS) application. In order to continue providing services from 1/01/2016 through 06/30/2016 this extension awarded $14,442,009 or 56% of the total budget under grant No.06CH0183.

Budget Categories	Total Annual Budget 2016	Notice of Award Amendments# 2 & 3	Total Budget 1/1/2015 Thru 6/30/2016
PERSONNEL	16,705,464	9,294,581	26,000,045
FRINGE BENEFITS	6,509,456	3,745,707	10,255,163
TRAVEL	0	0	0
EQUIPMENT	61,600	0	61,600
SUPPLIES	608,602	334,363	942,965
CONTRACTUAL	0	0	0
FACILITIES/CONST	0	0	0
OTHER	1,904,181	1,067,358	2,971,539
TOTAL BUDGET	**25,789,303**	**14,442,009**	**40,231,312**

Since the funds awarded under amendments 2 and 3 represent 56% of the annual budget this proposed budget amendment includes the purchase of classroom supplies, equipment and accrued salaries from 07/01/2016 to

07/15/2016 needed to end the operating fiscal year. As grant No.06CH0183 will no longer exist after 06/30/16, we must plan to utilize (spend) and encumber any projected positive variance by 06/30/2016. HCHSP's actual year-to-date expenditures plus projected estimated expenditures are expected to render an unappropriated fund balance that must be utilized by 6/30/2016, as illustrated below:

Budget Categories	Total Budget 1/1/2015 Thru 6/30/2016	Y-T-D Actual & Projected Expenditures 1/1/2015 Thru 6/30/2016	Estimated Fund Balance 6/30/2016
PERSONNEL	26,000,045	25,033,410	966,635
FRINGE BENEFITS	10,255,163	10,186,457	68,706
TRAVEL	0	0	0
EQUIPMENT	61,600	49,489	12,111
SUPPLIES	942,965	1,529,098	-586,133
CONTRACTUAL	0	0	0
FACILITIES/CONST	0	0	0
OTHER	2,971,539	2,733,425	238,114
TOTAL BUDGET	**40,231,312**	**39,531,879**	**699,433**

We propose to reallocate/redirect the estimated fund balance of $699,433 to purchase much needed supplies and equipment as detailed below:

Equipment $128,730

The reallocations of funds to the equipment category will allow us to purchase and replace much needed vehicles that are in a state of disrepair and have never been replaced.

1 Cargo Van	To Replace unit 50, a 1996 Ford with 253,395 miles and in very poor condition	$ 25,390
Passenger Van	New van to transport parents and staff to trainings and events, and save wear/tear on the regular buses.	$ 28,103
Head Start Signage	New electronic messaging sign to replace old dilapidated.	$ 17,132
Pickup Truck	New pickup for Field Operations and transportation personnel	$ 22,690
Truck and Lift	To replace existing truck for delivery to centers, in very poor condition	$ 35,415
	Total	**$128,730**

Supplies $570,703.

The reallocation of funds in this category will allow us to continue to strengthen classroom instruction and provide operational supplies and small tools to ensure a safe and clean developmental environment.

Frog Street Curriculum	$187,530
Kindermusik Curriculum	$194,515
Classroom Computers	$ 20,000
Computer Tablets	$ 17,000
LAPD Packets	$ 84,235
Special Services supplies	$ 6,144
Class furniture/shelves	$ 4,950
Tires for buses	$ 9,631
Ground maintenance work	$ 20,000
Field Operations safety attire	$ 6,498
4 A/C Units @$2,622.50	$ 10,490
Electrical supplies	$ 4,890
Repair Bus supplies	$ 1,631
Riding Mower	$ 1,999
Utility Trailer	$ 1,190
Total	**$570,703**

AI-54290

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. RSBR FM 681 Subdivision - Pct. 3 (Sergio & Rosario Saenz) (Moorefield Road & Mile 10 N. Road)
b. Kenyon Vegas Ranches Subdivision- Pct. 4 (Garco, LTD) (Kenyon Road &Mile 19 N. Road)
c. Ranchitos Escondidos Ph. 2 Subdivision- Pct. 4 (CWL Limited) (Cesar Chavez Road & FM 2812)
d. Tierra De Santa Cruz No. 2 Subdivision- Pct. 4 (Santa Cruz Properties) (Cibolo Road & Brushline Road)
e. San Martin No. 1 Subdivision- Pct. 1 (Tierra Buena Dev., Inc.) (Canton Road & ValVerde Road)
f. San Martin No. 2 Subdivision- Pct. 1 (Tierra Buena Dev. Inc.) (Canton Road & ValVerde Road)
g. Lantana Acres No. 8 Subdivision- Pct. 1 (The Three Grandes, LTD) (Mile 22 ½ N. Road & Engleman Gardens Road)

2. Final Approval
a. RSBR FM 2128 Subdivision- Pct. 4 (Leticia A. Alamia-O'Neill) (Richardson Road & Alamo Road)
b. Caledonia Estates Ph. 2 Subdivision- Pct. 4 (Ricardo R. Salinas Jr.) (Curry Road & Cesar Chavez Road)
c. Amended Plat for Lot 1 & Lot 2 Ortiz & Resendez Subdivision- Pct. 4 (Miriam Gonzalez) (Curve Road & Cesar Chavez Road)

3. Reimbursements of Financial Guarantee
a. Anali Subdivision- Pct. 3

BACKGROUND

Fiscal Impact

Attachments

RSBR FM 681 Subd.
Kenyon Vegas Ranches
Ranchitos Escondidos Ph.2
Tierra de Santa Cruz 2
San Martin 1
San Martin 2
Lantana Acres 8
RSBR FM 2128 Subd.
Caledonia Est. 2
Amend.plat for lot 1 & 2 Ortiz & Resendez
Anali Subd.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:59 PM
Glinda Pacheco	Glinda Pacheco	04/21/2016 10:33 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Flor Castillo Started On: 04/20/2016 01:55 PM
Final Approval Date: 04/22/2016

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **RSBR FM 681** SUBDIVISION, PRECINCT No. **3.**

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **SERGIO AND ROSARIO SAENZ**

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

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

LOCATION DESCRIPTION: **WEST OF MOOREFIELD ROAD APPROXIMATELY ½ MILE NORTH OF MILE 9 NORTH ROAD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-26-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY ONSITE DETENTION POND WITH AN OVERFLOW STRUCTURE TO MOOREFIELD ROAD (FM 681) ROAD SIDE DITCH.**

ROAD R.O.W. DEDICATION: **10 FEET ON TO MOOREFIELD ROAD (FM 681) .**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-11-2016** By, **VICTOR GALLARDO, PCT. 3.** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **4-08-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF WILL INSTALL AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: **SWSC** LINE SIZE: **6"** LOCATION: **MOOREFIELD ROAD (FM 681).**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-08-2016** : 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: _____, __

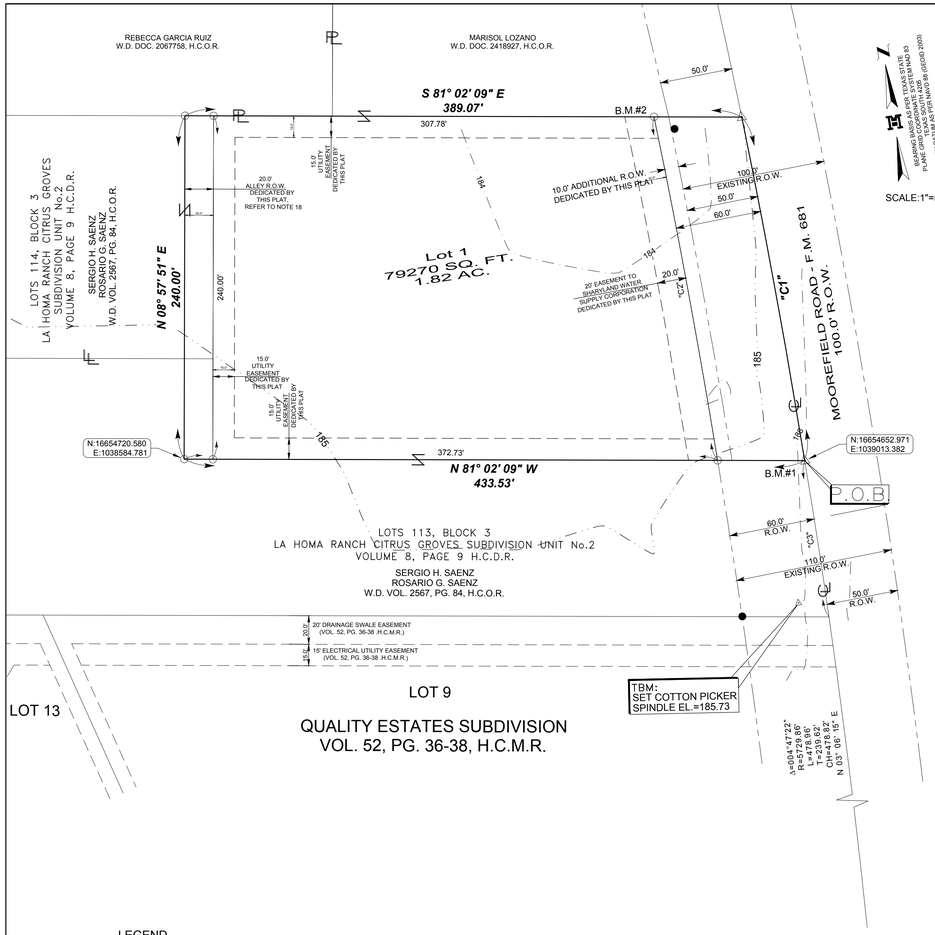
STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **MCALLEN**.

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

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

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



SUBDIVISION PLAT OF
RSBR FM 681 SUBDIVISION

BEING A RESUBDIVISION OF
2.272 ACRES OUT OF
LOTS 113 & 114, BLOCK 3,
LA HOMA RANCH CITRUS GROVES UNIT No.2
VOLUME 8, PAGE 9 H.C.M.R.
HIDALGO COUNTY, TEXAS

GENERAL PLAT NOTES & RESTRICTIONS:
HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. FLOOD ZONE STATEMENT:

FLOOD ZONE DESIGNATION: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER: 480334 0300 D MAP REVISED: JUNE 6, 2000

ZONE "X" (UNSHADED) COMMUNITY-PANEL NUMBER: 480334 0300 D MAP REVISED: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
60.00 FEET MOOREFIELD ROAD [FM 861]
REAR: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE: 15.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
THIS SUBDIVISION SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG TO DENY ACCESS ONTO LOT. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT OFFICE OF ENVIRONMENTAL AND COMPLIANCE AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
-->B.M. NO. 1-ELEV. 85.00 N.G.V.D. 29 DESCRIPTIONS: A MHI MONUMENT SET IN A 2'x2' CONCRETE SLAB SET AT THE SOUTHEAST CORNER OF LOT 1, N. 16654653.925 E. 1038953.374.
-->B.M. NO. 2-ELEV. 83.50 N.G.V.D. 29 DESCRIPTIONS: MHI MONUMENT SET IN CONCRETE AT THE NORTHEAST CORNER OF LOT 1 OF THIS SUBDIVISION. N. 16654897.997 E. 1038946.374

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 3.938 CUBIC-FEET 0.090 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT'S DETERMINES AT THE DEVELOPMENT PERMIT STATE ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM THE REAR 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 APPENDIX 5: COUNTY CONSTRUCTION.

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 PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, 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 DSSF 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 COMMERCIAL SEWERAGE ONLY.

B. THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

14. SERGIO H. SAENZ AND ROSARIO G. SAENZ, THE OWNER & SUBDIVIDERS OF RSBR FM 681 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 681 (MOOREFIELD ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

16. 5' SIDEWALK SHALL BE CONSTRUCTED ALONG MOOREFIELD ROAD (F.M. 681) AT BUILDING PERMIT STAGE.

17. IN THE EVENT THE REMAINDER OF LOT 113, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No.2 DEVELOPS IN THE FUTURE AS COMMERCIAL, THEN IT SHALL BE A CONDITION OF SUCH DEVELOPMENT TO CONSTRUCT THE ALLEY IN THE DEDICATED R.O.W. AT THAT TIME.

18. A 6' OPAQUE BUFFER WILL BE REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, OR INDUSTRIAL ZONES/USES.

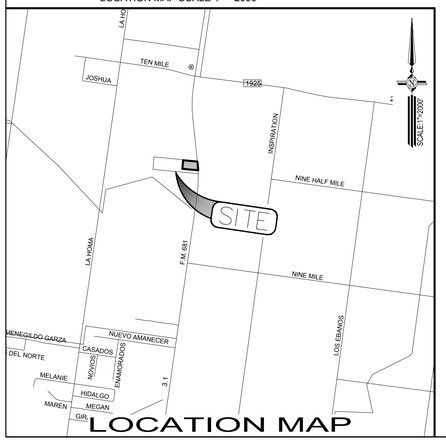
19. AN 8' MASONRY WALL WILL BE REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL OR MULTI-FAMILY RESIDENTIAL ZONES/USES.

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Length	Chord Direction
"C1"	2° 26' 27"	5,729.86'	244.10'	122.07'	244.08'	N 01° 31' 49" W
"C2"	2° 28' 03"	5,669.86'	244.19'	122.11'	244.17'	N 01° 38' 34" W
"C3"	1° 48' 32"	3,500.59'	110.52'	55.27'	110.52'	N 00° 01' 57" W

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ◬ SET COTTON PICKER SPINDLE
- A.A.- EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W.- RIGHT OF WAY
- H.C.M.R.- HIDALGO COUNTY MAP RECORDS
- H.C.D.R.- HIDALGO COUNTY DEED RECORDS
- H.C.O.R.- HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR.- NORTHEAST CORNER
- P.O.B.- POINT OF BEGINNING
- P.O.C.- POINT OF COMMENCING
- Sq. Ft.- SQUARE FEET
- W.D.- WARRANTY DEED
- LOT LINE
- PROPERTY LINE
- SAME OWNER
- TBM- TEMPORARY BENCH MARK
- CENTER LINE

LOCATION MAP SCALE 1" = 2000'



INDEX TO SHEET OF RSBR F.M. 681 SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION CITY; APPROVAL CERTIFICATE; COUNTY CLERKS RECORDING CERTIFICATE; IRRIGATION DISTRICT, H.C.D.D. No. 1., HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE.

SHEET 2: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE SWALES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES; ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

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

RSBR FM 681 SUBDIVISION IS LOCATED IN THE NORTH PART OF HIDALGO COUNTY ON THE WEST SIDE OF FM 681 APPROX. HALF A MILE NORTH OF MILE 9 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF McALLEN. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF McALLEN (POPULATION 136,639), RSBR FM 681 SUBDIVISION LIES APPROXIMATELY 3 MILES FROM THE CITY LIMITS (AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND 42.021.
THIS SUBDIVISION FALLS WITHIN PRECINCT 3.

MELDEN & HUNT, INC.
TEXAS REGIST. F-1435

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE — OFF: (956) 381-0981 — FAX: (956) 381-1839
EDINBURG, TX. 78541
227 N. F.M. 3167 — OFF: (956) 487-8256 — FAX: (956) 488-8591
RIO GRANDE CITY, TX. 78582
E-MAIL: www.meldenandhunt.com — ESTABLISHED 1947

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SERGIO H. SAENZ ROSARIO G. SAENZ	2016 PENA ST.	MISSION, TX 78572	(956) 330-2671	
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

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

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY

COMMISSIONERS COURT ON _____ DAY OF _____, 20____.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON ___DAY OF_____, 20____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

CITY OF MCALLEN
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF McALLEN

ON _____ DAY OF _____, 20_____.

_____
MAYOR OF THE CITY MCALLEN

ATTEST: _____
SECRETARY OF THE CITY OF MCALLEN

CITY OF MCALLEN
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.0115(B)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR FM 681 SUBDIVISION WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF McALLEN

ON _____ DAY OF _____, 20_____.

_____
P&Z CHAIRMAN OF THE CITY OF MCALLEN

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN P.E., C.F.M. DATE:
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE SERGIO H. SAENZ, ROSARIO G. SAENZ
AS OWNERS OF THE 2.317 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR FM 681 SUBDIVISION , HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE PARK, AND EASEMENTS SHOWN HEREIN.

_____ _____ _____ _____
SERGIO H. SAENZ DATE ROSARIO G. SAENZ DATE
2016 PENA ST.
MISSION, TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SERGIO H. SAENZ , PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROSARIO G. SAENZ , PROVED TO ME THROUGH HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20___.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

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

_____
KELLEY A. HELLER-VELA, P.E. # 97421
DATE PREPARED: 01-19-2016
ENGINEERING JOB No. 15176.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF RSBR FM 681 SUBDIVISION , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 12-16-15, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

_____
FRED L. KURTH, R.P.L.S. # 4750
DATE SURVEYED: 12-16-15
T- 1004, PAGE 62
SURVEY JOB No. 15176.08

A TRACT OF LAND CONTAINING 2.272 ACRES [98,923.941 SQUARE FEET] OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOTS 113 AND 114, BLOCK 3, LA HOMA RANCH CITRUS GROVES UNIT NO. 2, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 8, PAGE 9, HIDALGO COUNTY MAP RECORDS, WHICH SAID 2.272-ACRE TRACT IS A PART OR PORTION OF A CERTAIN TRACT THAT WAS CONVEYED TO SERGIO H. SAENZ AND ROSARIO G. SAENZ, BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 2567, PAGE 84, HIDALGO COUNTY OFFICIAL RECORDS, SAID 2.272 ACRES [98,923.941 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF QUALITY ESTATES SUBDIVISION, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 52, PAGES 36-38, HIDALGO COUNTY MAP RECORDS;

THENCE, IN A NORTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT, AND ALONG THE EAST LINE OF SAID LOT 113, WITH A CENTRAL ANGLE OF 001°01'10", A RADIUS OF 5729.86 RADIUS, AN ARC LENGTH OF 101.94 FEET, A TANGENT OF 50.97 FEET, AND A CHORD THAT BEARS N 00° 12' 00" E A DISTANCE OF 101.94 FEET TO A COTTON PICKER SPINDLE SET [NORTHING: 16654644.451, EASTING: 1039013.435] FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING, OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 81° 02' 09" W AT A DISTANCE OF 50.67 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MOORFIELD ROAD - F.M. 681, AT A DISTANCE OF 61.29 FEET PASS THE FUTURE WEST RIGHT-OF-WAY LINE OF MOORFIELD ROAD - F.M. 681 AS PER THE HIDALGO COUNTY THOROUGHFARE PLAN, CONTINUING A TOTAL DISTANCE OF 433.53 FEET TO A NO. 4 REBAR SET [NORTHING: 16654712.002, EASTING: 1038585.200] FOR THE SOUTHWEST CORNER OF THIS TRACT;

2. THENCE, N 08° 57' 51" E AT A DISTANCE OF 70.25 FEET PASS THE NORTH LINE OF SAID LOT 113, AND THE SOUTH LINE OF SAID LOT 114, CONTINUING A TOTAL DISTANCE OF 240.00 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;

3. THENCE, S 81° 02' 09" E AT A DISTANCE OF 327.76 FEET PASS THE FUTURE WEST RIGHT-OF-WAY LINE OF MOOREFIELD ROAD - F.M. 681 AS PER THE HIDALGO COUNTY THOROUGHFARE PLAN, AT A DISTANCE OF 337.48 FEET PASS A NO. 4 REBAR SET ON THE EXISTING WEST RIGHT-OF-WAY LINE OF MOORFIELD ROAD - F.M. 681, CONTINUING A TOTAL DISTANCE OF 389.07 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THIS TRACT;

4. THENCE, IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE RIGHT, AND ALONG THE EAST LINES OF SAID LOTS 114 AND 113, WITH A CENTRAL ANGLE OF 002°26'27", A RADIUS OF 5729.86 RADIUS, AN ARC LENGTH OF 244.10 FEET, A TANGENT OF 122.07 FEET, AND A CHORD THAT BEARS S 01° 31' 49" E A DISTANCE OF 244.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.272 ACRES [98,923.941 SQUARE FEET], OF WHICH 0.280 OF ONE ACRE [12,206.917 SQUARE FEET] LIES WITHIN THE EXISTING RIGHT-OF-WAY OF MOORFIELD ROAD - F.M. 681, LEAVING AN EXISTING NET OF 1.991 ACRES [86,717.025 SQUARE FEET] OF LAND, MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT. NO. 6 ON THIS THE ____ DAY OF _____ ,20 ____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 RIGHT OF WAY OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

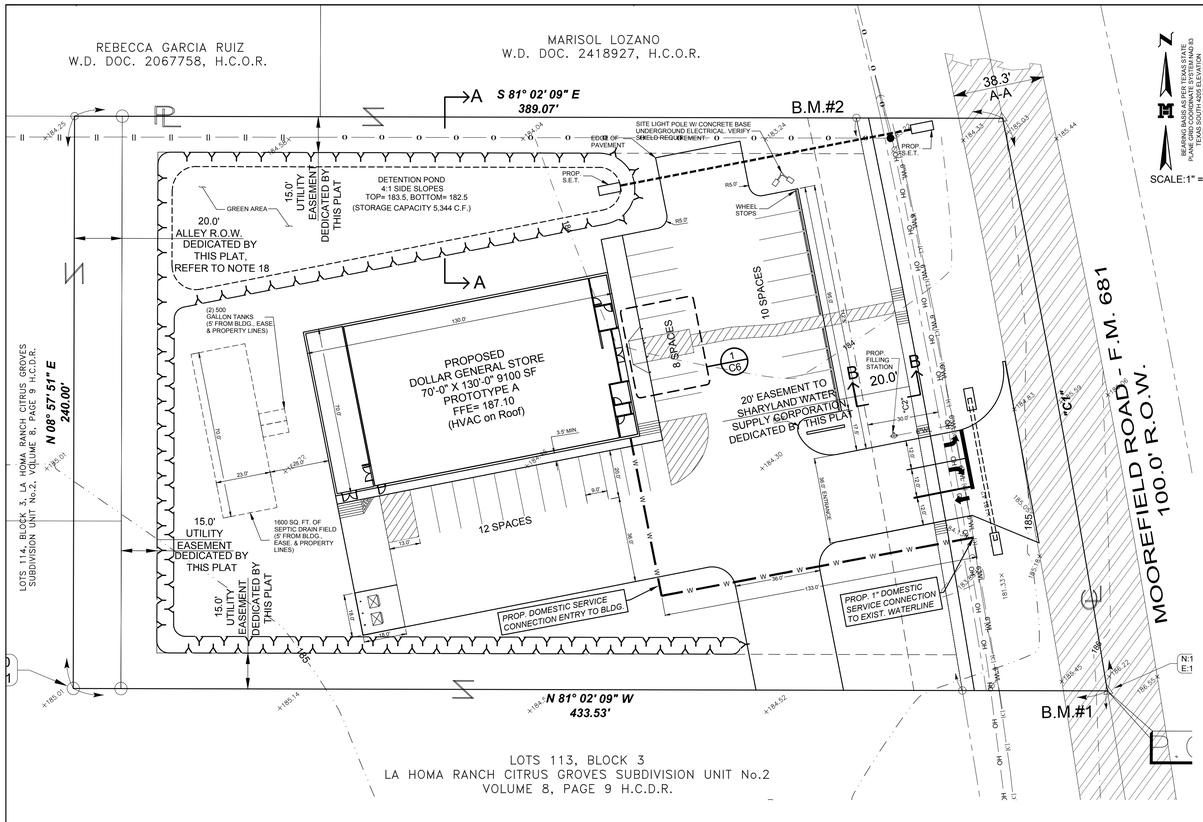
ATTEST: _____
Board of Director

_____
Board of Director

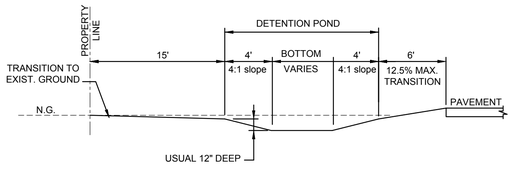
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

FOR IRRIGATION PURPOSES ONLY: _____ DATE:
DRAWN BY: A.S. _____ DATE: 4-8-2016
SURVEYED, CHECKED BY: _____ DATE:
FINAL CHECK: _____ DATE:



DETENTION REQUIRED	3,938 C.F.
DETENTION AVAILABLE	5,344 C.F.



DETENTION AREA NORTH SIDE
CROSS-SECTION A-A

SCALE: NOT TO SCALE

COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 000,000.00
DRAINAGE IMPROVEMENTS:	$ 1,500.00
WATER DISTRIBUTION:	$ 4,000.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 2,000.00

ESTIMACION DE COSTOS:

PAVIMENTACION DE CALLES:	$ 000,000.00
DREAJE PLUVIAL:	$ 1,500.00
SERVICIO DE AGUA POTABLE:	$ 4,000.00
SERVICIO DE DRENAJE SANITARIO	$ 2,000.00

DRAINAGE STATEMENT

RSBR FM 681 SUBDIVISION IS A TRACT OF LAND CONTAINING 2.271 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOTS 113 AND 114, BLOCK 3, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 8, PAGE 9, HIDALGO COUNTY DEED RECORDS. THIS PROPERTY IS LOCATED ENTIRELY IN FLOOD ZONE "X" (UNSHADED) DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; COMMUNITY-PANEL NUMBER: 480334 0300D, MAP REVISED: JUNE 6, 2000. THE PROPERTY IS LOCATED ON THE WEST SIDE OF FM 681 APPROXIMATELY ONE-HALF MILE NORTH OF 9 MILE ROAD AND WITHIN THE ETJ OF THE CITY OF MCALLEN. THE PROPERTY IS CURRENTLY OPEN WITH A PROPOSED COMMERCIAL USE (1 LOT).

THE SOILS IN THIS AREA ARE FINE SANDY LOAM, WHICH IS IN HYDROLOGIC GROUP "B". THESE SOILS ARE MODERATELY PERVIOUS AND HAVE A RELATIVELY LOW PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS").

EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, WITH A RUNOFF OF 4.04 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR THIS SUBDIVISION SHALL CONSIST OF SURFACE RUNOFF FROM THE PROPOSED PARKING LOT INTO PROPOSED DETENTION PONDS WHICH WILL BLEED INTO THE EXISTING ROAD DITCH ALONG THE WEST SIDE OF FM 681 VIA AN 8" BLEEDER. SAID ROAD DITCH FLOWS NORTH ULTIMATELY DISCHARGING INTO THE NORTH MAIN DRAIN III (H.C.D.D. #1).

IN ACCORDANCE WITH THE CITY OF MCALLEN DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THIS SUBDIVISION WILL NOT BE INCREASED DURING THE 50-YEAR RAINFALL EVENT DUE TO THE BUILDING OF THIS SUBDIVISION. THEREFORE AS PER THE ATTACHED CALCULATIONS THE REQUIRED 3,938 CUBIC FEET OF DETENTION WILL BE PROVIDED WITHIN SAID PROPOSED DETENTION PONDS AS APPROVED BY THE CITY OF MCALLEN PRIOR TO ISSUANCE OF BUILDING PERMIT.

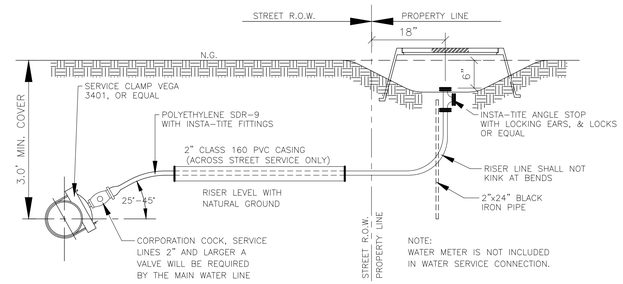
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 500 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0300 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE DRAINAGE AREAS ALONG THE NORTH AND SOUTH SIDES OF THIS SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER # 97421 DATE:



TYPICAL WATER SERVICE CONNECTION ELEVATION

N.T.S.

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ◬ SET COTTON PICKER SPINDLE
- A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- Sq. Ft. - SQUARE FEET
- W.D. - WARRANTY DEED
- FL - LOT LINE
- PL - PROPERTY LINE
- SO - SAME OWNER
- TBM - TEMPORARY BENCH MARK
- W - PROPOSED WATER SERVICE

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **KENYON VEGAS RANCHES** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **GARCO, LTD.**

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

NUMBER OF LOTS: **5** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **WEST SIDE OF KENYON ROAD APPROXIMATELY ¼ MILE SOUTH OF MILE 19 NORTH 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 **7-17-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY REGRADING KENYON ROAD SIDE DITCH, DISCHARGING TO THE EXISTING DRAIN DITCH ABUTTING SOUTH OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO DEDICATION IS REQUIRED.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-06-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **3-03-2016** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**
☒SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **4"** LOCATION: **ELIZABETH ST.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **4"** LOCATION: **KENYON ROAD AND A 6" ON ELIZABETH STREET.**

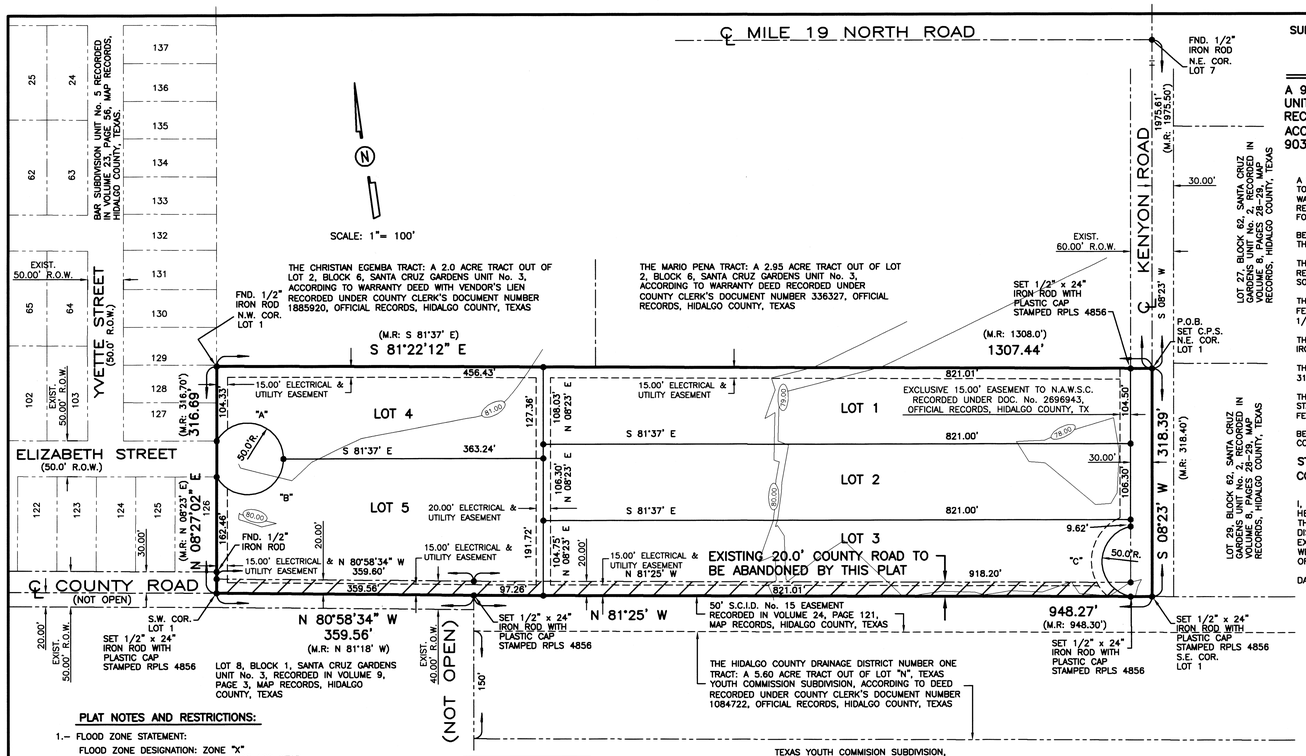
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-06-2016** : By **MARTIN RAMIREZ** Environmental Compliance Coordinator
☒**SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) 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.*



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREA OF 500–YEAR FLOOD, AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: MAY 17, 2001
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM BUILDING SETBACK LINES:
FRONT (LOTS 1, 2, & 3): _____ 30.00 FEET
FRONT (LOTS 4 & 5): _____ 25.00 FEET
REAR: _____ 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: _____ 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION= 80.00 COTTON PICKER SPINDLE SET LOCATED AT THE NORTHEAST CORNER OF THIS SUBDIVISION. NAVD 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 16,779.51 CUBIC –FEET (0.39 ACRE FEET) OF STORM WATER RUNOFF. REGIONAL DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 2.

7.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

11.– THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT

12.– THE OWNER & SUBDIVIDER OF KENYON VEGAS RANCHES, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

14.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE SUBDIVISION.

15.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 16 FEET IN LENGTH.

16.– 100% OF PARKLAND FEE ($600.00) HAS BEEN PAID BY DEVELOPER.

17.– ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON LOTS 1 AND 2 MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT

18.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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.– LOTS 4 & 5 HAVE SANITARY SEWER SERVICE FROM THE CITY OF EDINBURG.

20.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FOR LOTS 4 & 5 FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

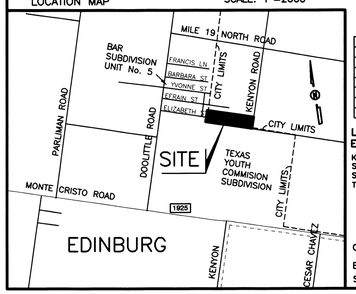
LOT DATA

LOT No.	AREA (S.F.)	AREA (AC.)
1	87245.15	2.00
2	87272.30	2.00
3	84237.20	1.93
4	54775.34	1.26
5	82879.55	1.90

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH
"A"	149°59'59"	50.00'	130.90'
"B"	150°08'03"	50.00'	131.02'
"C"	157°00'14"	50.00'	137.01'

LOCATION MAP
SCALE: 1"=2000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

KENYON VEGAS RANCHES, IS LOCATED IN CENTRAL HIDALGO COUNTY, APPROXIMATELY 1975.61 FEET SOUTH OF MILE 19 NORTH ROAD ON THE WEST SIDE OF KENYON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), KENYON VEGAS RANCHES LIES ADJACENT TO THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	GARCO, Ltd. BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER BY: RICHARD A. GARZA, PRESIDENT	3910 W. FREDDY GONZALEZ DRIVE	EDINBURG, TX. 78539	(956)383–6295	(956)383–1633
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

SUBDIVISION PLAT OF:

KENYON VEGAS RANCHES

A 9.56 ACRE TRACT OF LAND BEING ALL OF LOT 1, BLOCK 6, SANTA CRUZ GARDENS UNIT No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 903940, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 9.56 ACRE TRACT OF LAND BEING ALL OF LOT 1, BLOCK 6, SANTA CRUZ GARDENS UNIT No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 903940, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF KENYON ROAD FOR THE NORTHEAST CORNER OF LOT 1 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 1 AND THE CENTERLINE OF KENYON ROAD, A DISTANCE OF 318.39 FEET (MAP RECORD: 318.40 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°25' W, ALONG THE SOUTH LINE OF LOT 1, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 30.00 FEET FOR THE WEST RIGHT OF WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 948.27 FEET (MAP RECORD: 948.30 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°58'34" W (MAP RECORD: N 81°18' W), ALONG THE SOUTH LINE OF LOT 1, A DISTANCE OF 359.56 FEET TO A 1/2" IRON ROD WITH STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°27'02" E (MAP RECORD: N 08°23' E), ALONG THE WEST LINE OF LOT 1, A DISTANCE OF 316.69 FEET (MAP RECORD: 316.70 FEET) TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°22'12" E (MAP RECORD: S 81°37' E), ALONG THE NORTH LINE OF LOT 1, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,277.44 FEET FOR THE WEST RIGHT OF WAY LINE OF KENYON ROAD, A TOTAL DISTANCE OF 1,307.44 FEET (MAP RECORD: 1,308.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 9.56 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ GARDENS UNIT No.3, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 24th DAY OF NOVEMBER 20 14

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $3750.00

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $7,500.00 FOR LOTS 1, 2 & 3.
SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ FOR LOTS 4 & 5. IN ADDITION, THE SUBDIVIDER HAS PAID $ TO THE CITY OF EDINBURG TO COVER THE COST OF THE SEWER TAPPING FEES.

DATED THIS THE 23RD DAY OF MARCH 20 16

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.
In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.
The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

SANTA CRUZ IRRIGATION DISTRICT No. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS_____DAY OF _____20_____SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT _____ SECRETARY _____

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARCO, LTD., A TEXAS LIMITED PARTNERSHIP, AS OWNER OF THE 9.56 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED KENYON VEGAS RANCHES, HEREBY SUBDIVIDE THE LAND AS DEPICTEDIN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539. DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARCO, LTD., A TEXAS LIMITED PARTNERSHIP proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.
Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

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

WE THE UNDERSIGNED CERTIFY that this plat of the KENYON VEGAS RANCHES, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge Date

ATTEST:
Hidalgo County Clerk Date

MAYOR'S CERTIFICATION

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

ATTEST:

MAYOR'S SIGNATURE DATE CITY SECRETARY DATE

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as KENYON VEGAS RANCHES conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF KENYON VEGAS RANCHES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____.

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

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

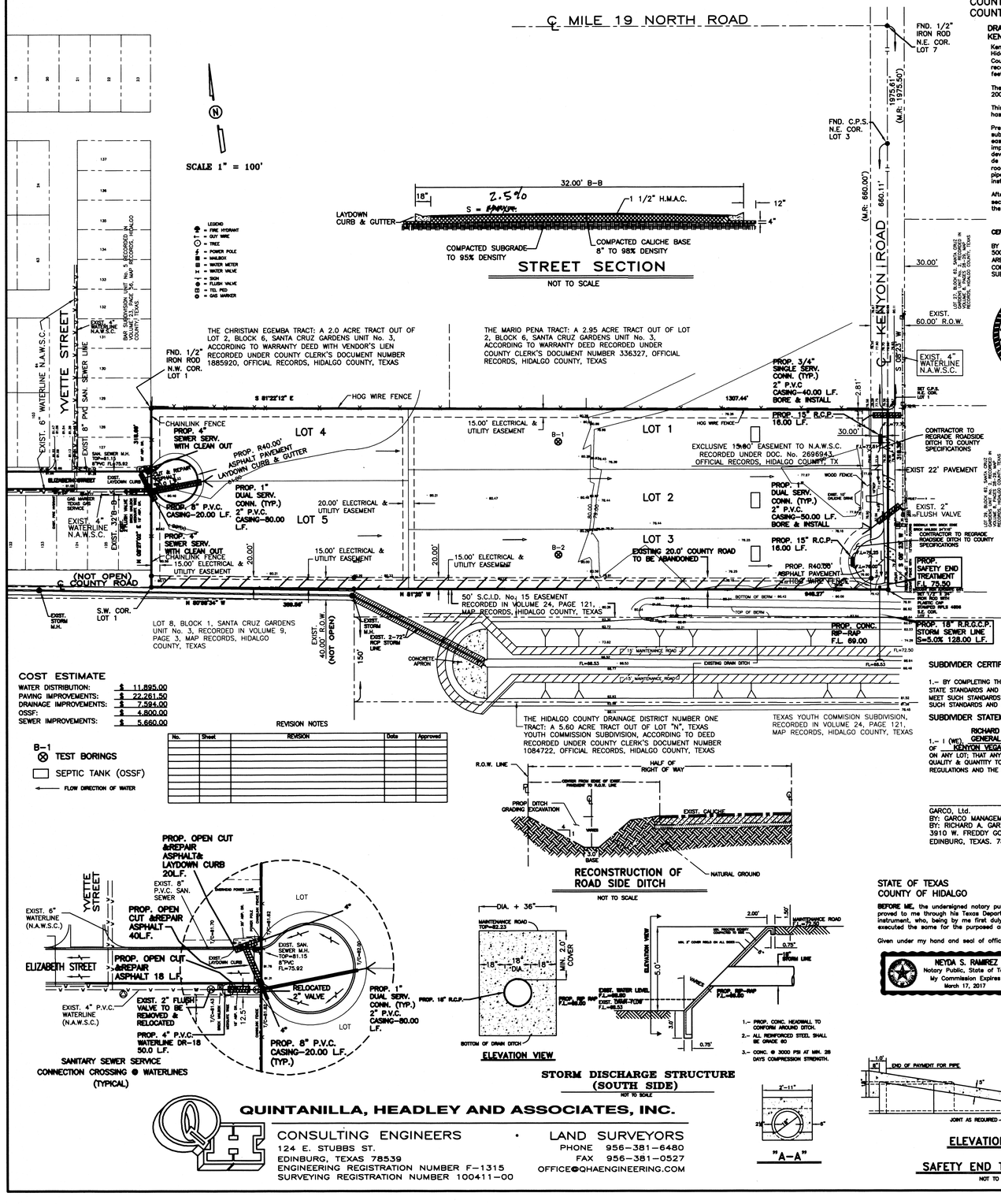
ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
RECORDED IN VOLUME_____ PAGE_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
office@qhaengineering.com

SHEET NO. 1 OF 2 SHEETS	F:\DATA\SUBDIVISION\EDINBURG\KENYON VEGAS RANCHES\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 13, 2015	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA &
MAP OF SANITARY SEWER SYSTEM/ MAPA DE SISTEMA DE DRENAJE
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



COST ESTIMATE

WATER DISTRIBUTION:	$	11,895.00
PAVING IMPROVEMENTS:	$	22,261.50
DRAINAGE IMPROVEMENTS:	$	7,594.00
OSSF:	$	4,800.00
SEWER IMPROVEMENTS:	$	5,660.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

B-1 ⊗ TEST BORINGS

SEPTIC TANK (OSSF)

FLOW DIRECTION OF WATER

ELEVATION VIEW

STORM DISCHARGE STRUCTURE (SOUTH SIDE)
NOT TO SCALE

RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

ELEVATION

SAFETY END TREATMENT
NOT TO SCALE

PLAN

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARCO, LTD., A TEXAS LIMITED PARTNERSHIP SUBDIVIDER (S) OF KENYON VEGAS RANCHES HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C., GENERAL PARTNER
BY: RICHARD A. GARZA, PRESIDENT
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C., GENERAL PARTNER OF GARCO, LTD., A TEXAS LIMITED PARTNERSHIP proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

KENYON VEGAS RANCHES

A 9.56 ACRE TRACT OF LAND BEING ALL OF LOT 1, BLOCK 6, SANTA CRUZ GARDENS UNIT No.3, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 903940, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR KENYON VEGAS SUBDIVISION

Kenyon Vegas Ranches is a 9.56 acre tract of land being all of Lot 1, Block 6, Santa Cruz Gardens unit No.3, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 9, page 3, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 903940, official records, Hidalgo County, Texas. This subdivision is located on the west side of Kenyon Road approximately 1,975 feet south of Mile 19 North Road. The proposed subdivision consists of 5 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No.480334 0325D dated June 6, 2000 with LOMR dated May 17, 2001.

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 on an easterly direction. The existing runoff for the proposed subdivision is Q= 2.42 cubic feet per second based on a 10-year storm. Runoff flows into the road ditch on the east side of this subdivision where it flows southerly into on H.C.D.D. No.1 Drain Ditch lateral. Proposed improvements for this subdivision is the construction of a cul de sac with laydown curb on the west side of the development. This cul de sac will be connected to the end of existing Elizabeth Street and the flow from the cul de sac will run west along Elizabeth Street into existing inlets. In addition, on the east side of the subdivision the roadside ditch along the west side of Kenyon Road will be graded to flow east into a proposed 18" storm sewer pipe that flows east into the existing H.C.D.D. No. 1 drain ditch. Also, three driveways for the three lots will be installed with culverts within the proposed graded roadside ditch.

After development the runoff will be Q= 7.41 cubic feet per second for an increase of Q= 4.99 cubic feet per second. Detention will be 16,779.51 cubic feet (0.39 acre feet) and will be accomplished by depressed areas of the lots.

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) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D (L.O.M.R.: MAY 17, 2001) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

4-5-16
DATE

FINAL ENGINEERING REPORT FOR KENYON VEGAS RANCHES:

BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, and Costs.

KENYON VEGAS RANCHES IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY COMPANY (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISHED THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 4" DIAMETER WATERLINE THAT ENDS ON THE SOUTH SIDE OF ELIZABETH STREET AND AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE EAST SIDE OF KENYON ROAD.

FROM THE EXISTING 4" DIAMETER WATERLINES, THERE ARE TWO (2) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER FOR EACH LOT. THERE IS ALSO ONE (1) 3/4" SINGLE SERVICE LINES THAT RUN TO THE WATER METER A EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES WILL BE INSTALLED AT A TOTAL COST OF $ 11,895.00 OR $ 2,379.00 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 4,250.00 OR $ 850.00 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 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 FOR LOTS 1, 2, & 3: Description, and Costs

SEWAGE FROM LOTS 1, 2, AND 3 OF KENYON VEGAS 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 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

LOTS 1, 2, AND 3 IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 1 AND 3. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A SANDY 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 COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,600.00 , INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 4,800.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

SEWAGE FACILITIES FOR LOTS 4 & 5: Description, and Costs

LOTS 4 AND 5 OF KENYON VEGAS RANCHES WILL BE TREATED BY THE CITY OF EDINBURG. THE SUBDIVIDER AND THE CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH EDINBURG HAS PROMISED TO TREATED THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING SANITARY SEWER MANHOLE ON THE NORTH SIDE OF ELIZABETH STREET. FROM THE EXISTING SEWER LINE, THERE ARE TWO (2) 4" SERVICE LINES.

THE 4" SERVICE LINES HAVE BE INSTALLED, AT A TOTAL COST OF $ 5,660.00 OR $ 2,830.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID TO EDINBURG THE SUM OF $ WHICH COVERS THE $ PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 16,450.00 WHICH EQUALS TO $ 3,229.00 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 10,460.00 WHICH EQUALS TO $ 2,092.00 PER LOT.

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P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

4-5-16
DATE

REPORTE FINAL DE INGENIERIA PARA KENYON VEGAS RANCHES:

BY: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, y Costos.

LA SUBDIVISIÓN KENYON VEGAS RANCHES RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH EVEREST WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. 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 SUBDIVISIÓN. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 4" DE DIAMETRO DE AGUA EN LA CALLE ELIZABETH STREET Y UN LINEA EXISTENTE DE 4" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO ESTE DE KENYON ROAD.

DE LAS LINEAS DE AGUA DE 4"" DE DIAMETRO SE PRODUCEN DOS (2) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE. HA UNO(1) CONDUCTO INDIVIDUALE DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ 11,895.00 O US$ 2,379.00 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 4,250.00 O US$ 850.00 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 COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE PARA LOTS 1, 2, & 3: Descripcion y Gastos.

EL DRENAJE PARA LOTES 1, 2, Y 3 DE KENYON VEGAS RANCHES, TENDRA FOSAS SEPTICAS INDIMDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORNAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (Lic# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

LOTES 1, 2, Y 3 EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (Lic# OS 12258) HIZO DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1 Y 3. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (Lic# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,600.00 , INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 4,800.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL

DRENAJE PARA LOTS 4 & 5: Descripcion y Gastos.

LA SUBDIVISIÓN KENYON VEGAS RANCHES RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA CIUDAD DE EDINBURG TIENE UN ALCANTARILLA DE DREANJE SANITARIO EN EL LADO NORTE DE ELIZABETH STREET. DE LAS LINEAS DE DRENAJE, HAY DOS SERVICIOS DE 4"

LAS LÍNEAS DE 4 PULGADAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ 5,660.00 O US$ 2,830.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA CIUDAD DE EDINBURG. UN COSTO TOTAL DE US$, O US$ POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE US$16,145.00 O US$ 3,229.00 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ 10,460.00 O US$ 2,092.00 POR LOTE.

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P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

4-5-16
DATE

☒ WATER METER BOX
— 8" WATER SUPPLY LINE
— SERVICE LINES

☒ CAJA DE MEDIDOR DE AGUA
— 8" LINEA DE AGUA
— LINEAS DE SERVICIOS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\EDINBURG\KENYON VEGAS RANCHES\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 2	FEB 25, 2016	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **RANCHITOS ESCONDIDOS PH. 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **CWL LIMITED, BY THREE, L.L.C.**

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

NUMBER OF LOTS: **44** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **WEST OF CESAR CHAVEZ ROAD APPROXIMATELY ½ MILE NORTH OF FM 2812.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **11-12-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY ROAD SIDE DITCH STORM DRAINAGE SYSTEM AND DETENTION BY REGIONAL DETENTION POND.**

ROAD R.O.W. DEDICATION: **NO ROW DEDICATION IS REQUIRED.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **2-19-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **3-03-2016** 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: **CESAR CHAVEZ ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **3-01-2016** : 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.*

SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF TRACT 157 FOR THE NORTHEAST CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I (RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE MOST SOUTHERLY NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 09°04'26" E (DEED RECORD: N 09°16' E), 3,586.72 FEET FROM THE SOUTHEAST CORNER OF TRACT 157.

THENCE; N 80°44' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 678.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE II AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 140.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°44' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 80.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE II AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A DISTANCE OF 123.59 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°44' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I AND THE NORTH LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT (A 0.43 OF AN ACRE OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 692.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°16' W, ALONG THE WEST LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT No.1, PASSING AT 1/2" IRON ROD WITH CAP STAMPED RPLS FOUND AT 255.00 FEET FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, AND CONTINUING ALONG THE WEST LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I, A TOTAL DISTANCE OF 1,425.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A (RECORDED IN INSTRUMENT NUMBER 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°44' W, ALONG THE NORTH LINE OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A, A DISTANCE OF 1,435.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE EAST LINE OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TRACT (A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°16' E, ALONG THE EAST LINE OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TRACT, A DISTANCE OF 2,205.50 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF THE MATIAS PENA, JR. TRACT (A 259.88 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 158358, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51' E (DEED RECORD: S 80°42' E), ALONG THE SOUTH LINE OF THE MATIAS PENA, JR. TRACT, AND THE SOUTH LINE OF THE RAYMOND LEE JENKINS TRACT (A 135.34 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 880623, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 2,883.91 FEET TO A 5/8" IRON ROD PIPE FOUND ON THE EAST LINE OF TRACT 157 FOR THE SOUTHEAST CORNER OF THE RAYMOND LEE JENKINS TRACT AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE; S 09°04'26" W (DEED RECORD: S 09°18' W), ALONG THE EAST LINE OF TRACT 157, A DISTANCE OF 521.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 94.47 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH RANCHITOS ESCONDIDOS SUBDIVISION PHASE I RECORDED IN INSTRUMENT NUMBER 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 22nd DAY OF OCTOBER 20 15.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 4856 PROFESSIONAL LAND SURVEYOR

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
COMMUNITY-PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.- MINIMUM BUILDING SETBACK LINES:

FRONT:	85.00 FEET
REAR:	30.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE:	15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE:	30.00 FEET

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE LOTS. THIS MUST BE STIPULATED ON ALL DEEDS AND ALL CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 ELEVATION=
NAVD 88 DATUM.
B.M. No. 2 ELEVATION= 87.11 SQUARE CUT ON SOUTHWEST CORNER OF TYPE "CC" INLET NORTHEAST CORNER OF LOT 26 OF THE SUBDIVISION. NAVD 88 DATUM.

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT (MASTER PLAN 274.865 ACRES) WILL BE REQUIRED TO DETAIN A TOTAL OF 12,420.01 CUBIC -FEET (3.96 ACRE FEET) OF STORM WATER RUNOFF. REGIONAL DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. .

7.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

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

9.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.- THIS SUBDIVISION IS NOT WITHIN AN IRRIGATION DISTRICT.

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

THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE-PRESIDENT

13.- THE OWNER & SUBDIVIDER OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 5 OF THIS PLAT.

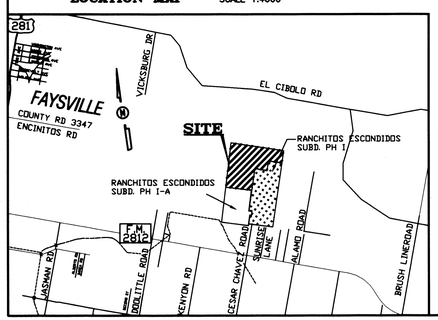
14.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE SUBDIVISION.

15.- ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16.- REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO H.C.D.D. No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND H.C.D.D. No. 1 SPECIFICATIONS. H.C.D.D. No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

17.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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.

LOCATION MAP SCALE 1:4000



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, IS LOCATED IN MIDDLE HIDALGO COUNTY ON CESAR CHAVEZ ROAD, APPROXIMATELY 1/2 MILE FEET NORTH OF F.M. 2812. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, LIES APPROXIMATELY 2.03 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	CWL LIMITED BY: THREE LLC IT'S: GENERAL PARTNER BY: FORREST N. RUNNELS JR., VICE-PRESIDENT	P.O. BOX 118	EDINBURG, TX 78539	(956)383-7032	(956)383-5060
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

CWL LIMITED
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE-PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS 78540

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RANCHITOS ESCONDIDOS SUBDIVISION PHASE II 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: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, REVISION NOTES.

SHEET 2.- HEADING INDEX: LOT, STREETS, AND EASEMENT LAYOUT: : ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 3.- HEADING INDEX: LOT, STREETS, AND EASEMENT LAYOUT: : ENGINEER'S & SURVEYOR'S CERTIFICATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES.

SHEET 4.- MAP OF WATER DISTRIBUTION SYSTEM, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 5.- MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 6.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE POND, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. _____ DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, FORREST N. RUNNELS JR., VICE-PRESIDENT, AS OWNER OF THE 94.47 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTEDIN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

CWL LIMITED _____ DATE
BY: THREE LLC
IT'S: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE-PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared FORREST N. RUNNELS JR., VICE-PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2018.

LILIA A. QUINTANILLA- NOTARY PUBLIC

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plot known as RANCHITOS ESCONDIDOS SUBDIVISION PHASE II conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____ 20___.

CHAIRPERSON-PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

ATTEST:

MAYOR'S SIGNATURE _____ DATE _____ CITY SECRETARY _____ DATE _____

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

WE THE UNDERSIGNED CERTIFY that this plat of the RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge _____ Date _____

ATTEST: _____ Date _____
Hidalgo County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDMVISION.

DATED THIS THE 6TH DAY OF APRIL 20 16

LICENCED PROFESSIONAL ENGINEER P.E.
No. 95534 STATE OF TEXAS

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
office@qhaengineering.com

DATE OF PREPARATION: OCTOBER 22, 2015

SHEET NO. 1 OF 5 SHEETS	F:\DATA\SUBDIVS\HIDALGO CO.\RANCHOS ESCONDIDOS PH#\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	OCTOBER 22, 2015	LG	AQ	
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

THE MATIAS PENA, JR. TRACT: A 259.88 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 158358, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE RAYMOND LEE JENKINS TRACT: A 135.34 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 880623, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A EDINBURG ECONOMIC DEVELOPMENT CORPORATION; A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS; AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2456392, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JOSE JUAN AVILA TRACT: REMAINDER OF A 141.15 ACRE TRACT OF LAND OUT OF TRACT 156, SAN SALVADOR DEL TULE GRANT, ACCORDING TO ASSUMPTION WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3043, PAGE 613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

GAS MARKER TEXAS GAS SERVICE 1-800-959-5325

(D.R: S 80°42' E) S 80°51' E

204.29'

GAS PIPELINE TEXAS GAS SERVICE 1-800-959-5325

50.00' GAS PIPELINE EASEMENT TO TEXAS GAS SERVICE DEDICATED BY THIS PLAT

2205.50'

687.50'

N 80°44' W 687.50'

N 09°16' E 753.43'

60.00' R.O.W. VIZNAGA DRIVE (60.00' R.O.W.)

112 1.97 ACRES

111 2.05 ACRES

110 2.05 ACRES

109 2.05 ACRES

108 2.05 ACRES

107 2.05 ACRES

106 2.05 ACRES

105 2.05 ACRES

1453.54'

93.00

15.00' ELECTRICAL & UTILITY EASEMENT

50.00' EASEMENT AGREEMENT FOR ACCESS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2572603, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

"B" R50.0' R60.0' "C"

19.94' 8.10' 26.97' 16.40'

113 1.98 ACRES

114 1.90 ACRES

115 1.90 ACRES

116 1.90 ACRES

117 1.28 ACRES

118 1.22 ACRES

119 1.38 ACRES

120 1.45 ACRES

121 1.90 ACRES

122 1.90 ACRES

123 1.90 ACRES

124 2.01 ACRES

LOT "C" 2.10 ACRES REGIONAL DETENTION FACILITY POND DEDICATED TO H.C.D.D. No. 1 BY THIS PLAT

60.00' R.O.W. STREET N 80°51' W

S 80°51' E 662.50'

60.00' DRAINAGE & ACCESS EASEMENT RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS. DEDIDCATED AS RIGHT OF WAY BY THIS PLAT (ABANDONED BY THIS PLAT)

85 1.95 ACRES

86 2.05 ACRES

60.00' DRAINAGE & ACCESS EASEMENT RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS. DEDICATED AS RIGHT OF WAY BY THIS PLAT

15.00' ELECTRICAL & UTILITY EASEMENT

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

"D" R60.0' R60.0' "D"

15.20' 23.79' 15.36' 25.20'

CESAR CHAVEZ ROAD (80.00' R.O.W.)

N 09°16' E 659.92'

N 80°51' W 692.50'

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

LOT "B" REGIONAL DETENTION POND RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS.

84

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 TRACT A 0.43 OF AN ACRE OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

S 09°16' W 123.59'

80.00' R.O.W.

2,883.91'

FND. 5/8" IRON PIPE

125 2.00 ACRES

126 2.02 ACRES

127 2.02 ACRES

128 2.02 ACRES

676.41' 676.85' 677.28' 677.72' 678.16'

131.38' 130.00' 130.00' 130.00' 130.00'

S 09°04'26" W 521.38' (D.R: S 09°18' W)

3586.72'

N 80°44' W 678.16'

P.O.C. FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S 09°16' W 140.00'

LOT "A" REGIONAL DETENTION POND RECORDED UNDER INSTRUMENT 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

N 80°44' W 80.00'

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I RECORDED UNDER INSTRUMENT 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

28

27

26

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

15.00' ELECTRICAL & UTILITY EASEMENT

MATCHLINE

(D.R: N 09°18' E) N 09°04'26" E

P.O.C. S.E. COR. TRACT 157 FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

S.E. COR. RANCHITOS ESCONDIDOS SUBD. PH I

N

SCALE: 1"= 100'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 54°12'30" E	35.39'
L2	N 35°47'30" W	35.32'
L3	S 54°12'30" W	35.39'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	03°33'26"	60.00'	3.73'
"B"	106°15'37"	50.00'	92.73'
"C"	120°00'00"	60.00'	125.66'
"D"	96°22'46"	60.00'	100.93'

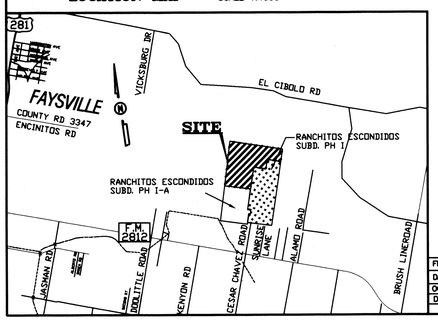
AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
85	85143.76	1.95
86-94	89375.00	2.05
95	89371.82	2.05
96-111	89375.00	2.05
112	85647.61	1.97
113	86402.69	1.98
114-116	82800.17	1.90
117	55800.12	1.28
118	53162.61	1.22
119	60062.63	1.38
120	63000.13	1.45
121-123	82800.17	1.90
124	87374.76	2.01
125	87188.41	2.00
126	88018.44	2.02
127	88075.30	2.02
128	88132.17	2.02

SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP SCALE 1:4000



FILENAME : F:\DATA\SUBDMS\HIDALGO CO.\RANCHOS ESCONDIDOS PHII\PLAT				
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	SHEET NO. 2 OF 5 SHEETS
OCTOBER 22, 2015	LG	AQ	AQ	
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 22nd DAY OF OCTOBER 20 15.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
LICENSED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 6TH DAY OF APRIL 20 16

P.E.

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: OCTOBER 22, 2015

A EDINBURG ECONOMIC DEVELOPMENT CORPORATION; A 92.265 ACRE TRACT OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE JOSE JUAN AVILA TRACT, REMAINDER OF A 341.15 ACRE TRACT OF LAND OUT OF TRACT 156, SAN SALVADOR DEL TULE GRANT, ACCORDING TO ASSUMPTION WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2043, PAGE 613, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

MATCHLINE

N 09°16' E

S 09°16' W

N 80°44' W

1435.00'

1425.00'

684.33'

128.04'

60.00'

VIZNAGA DRIVE (60.00' R.O.W.)

CESAR CHAVEZ ROAD (80.00' R.O.W.)

104	2.05 ACRES	87	2.05 ACRES	29	25
103	2.05 ACRES	88	2.05 ACRES	30	24
102	2.05 ACRES	89	2.05 ACRES	31	23
101	2.05 ACRES	90	2.05 ACRES	32	22
100	2.05 ACRES	91	2.05 ACRES	33	21
99	2.05 ACRES	92	2.05 ACRES	34	20
98	2.05 ACRES	93	2.05 ACRES	35	19
97	2.05 ACRES	94	2.05 ACRES	36	18
96	2.05 ACRES	95	2.05 ACRES	37	17
71	72	38	16
70	73	39	15

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A RECORDED UNDER INSTRUMENT 2481603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

FND. 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. 2474226, OFFICIAL RECORDS, HIDALGO COUNTY, TX

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. 2474226, OFFICIAL RECORDS, HIDALGO COUNTY, TX

60.00' DRAINAGE & ACCESS EASEMENT RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS. DEDICATED AS RIGHT OF WAY BY THIS PLAT (ABANDONED BY THIS PLAT)

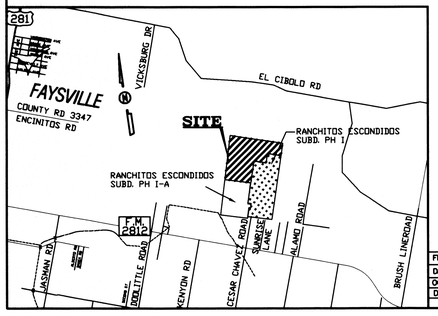
R50.00'

R60.00'

SCALE: 1"= 100'

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	03°33'26"	60.00'	3.73'
"B"	106°15'37"	50.00'	92.73'
"C"	120°00'00"	60.00'	125.66'
"D"	96°22'46"	60.00'	100.93'

LOCATION MAP SCALE 1:4000



SUBDIVISION PLAT OF:

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 22nd DAY OF OCTOBER 20 15.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
ALFONSO QUINTANILLA
4856
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE SUBDIVISION.

DATED THIS THE 6TH DAY OF APRIL 20 16

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS P.E.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
PROFESSIONAL ENGINEER

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

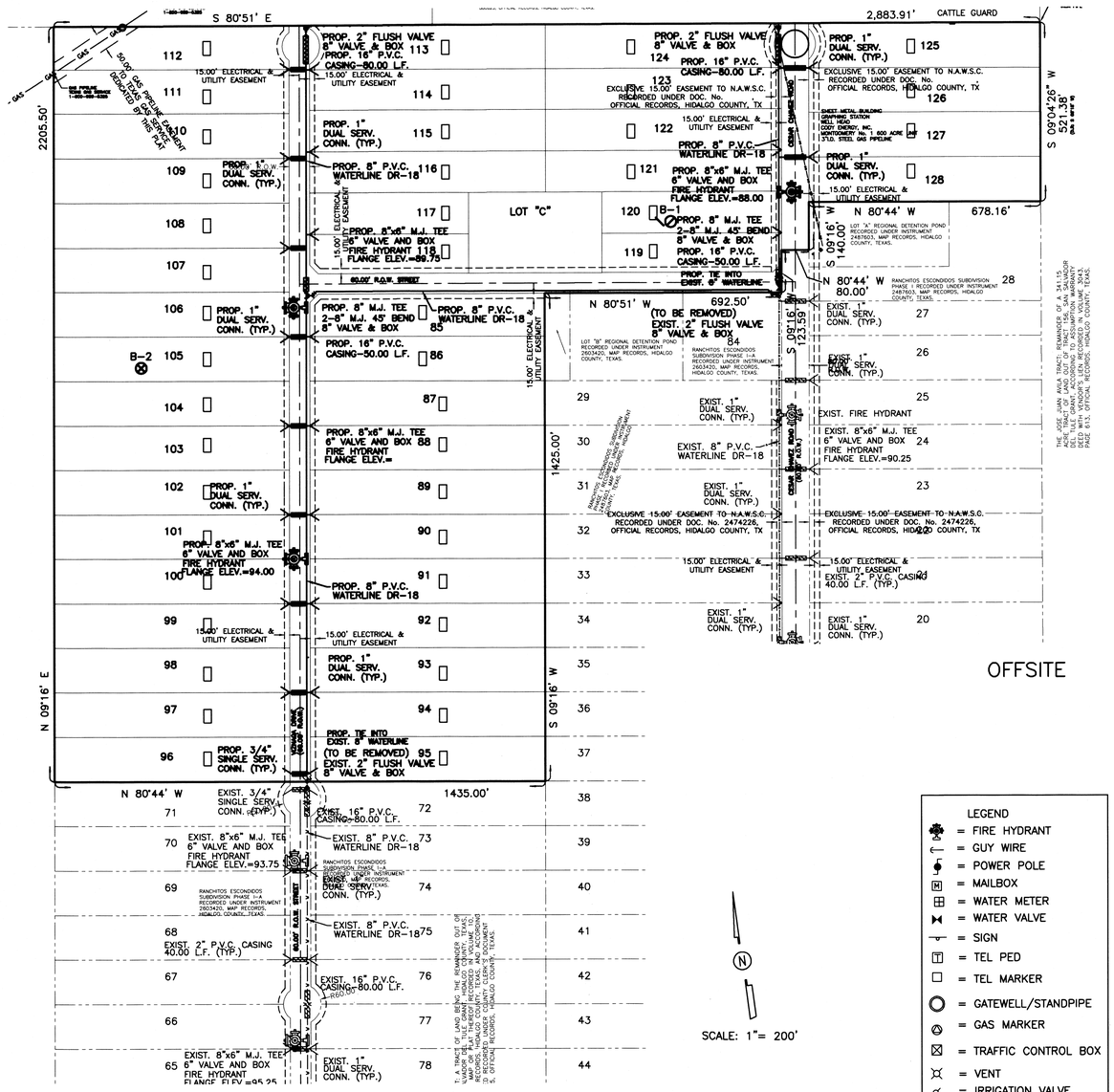
BY: _____ DEPUTY

FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\RANCHOS ESCONDIDOS PHII\PLAT				
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY	SHEET NO. 3
OCTOBER 22, 2015	LG	AQ	AQ	OF 5 SHEETS
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY	

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: OCTOBER 22, 2015

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



LEGEND

- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER METER
- = WATER VALVE
- = SIGN
- = TEL PED
- = TEL MARKER
- = GATEWELL/STANDPIPE
- = GAS MARKER
- = TRAFFIC CONTROL BOX
- = VENT
- = IRRIGATION VALVE

B-1 ⊗ TEST BORINGS

PROP. SEPTIC TANK (OSSF)

NOTE:
WATER DISTRIBUTION SYSTEM WAS CONSTRUCTED AS PER N.A.W.S.C. SPECIFICATIONS.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

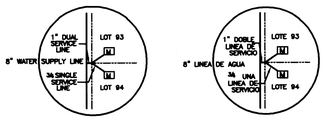
ALFONSO QUINTANILLA P.E. No. 95534 — 4-6-16 DATE

COST ESTIMATE

PAVING IMPROVEMENTS	$ 239,140.00
DRAINAGE IMPROVEMENTS:	$ 91,040.00
WATER DISTRIBUTION:	$ 141,500.00
SEPTIC TANKS:	$ 66,000.00

[W] WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



REVISION NOTES

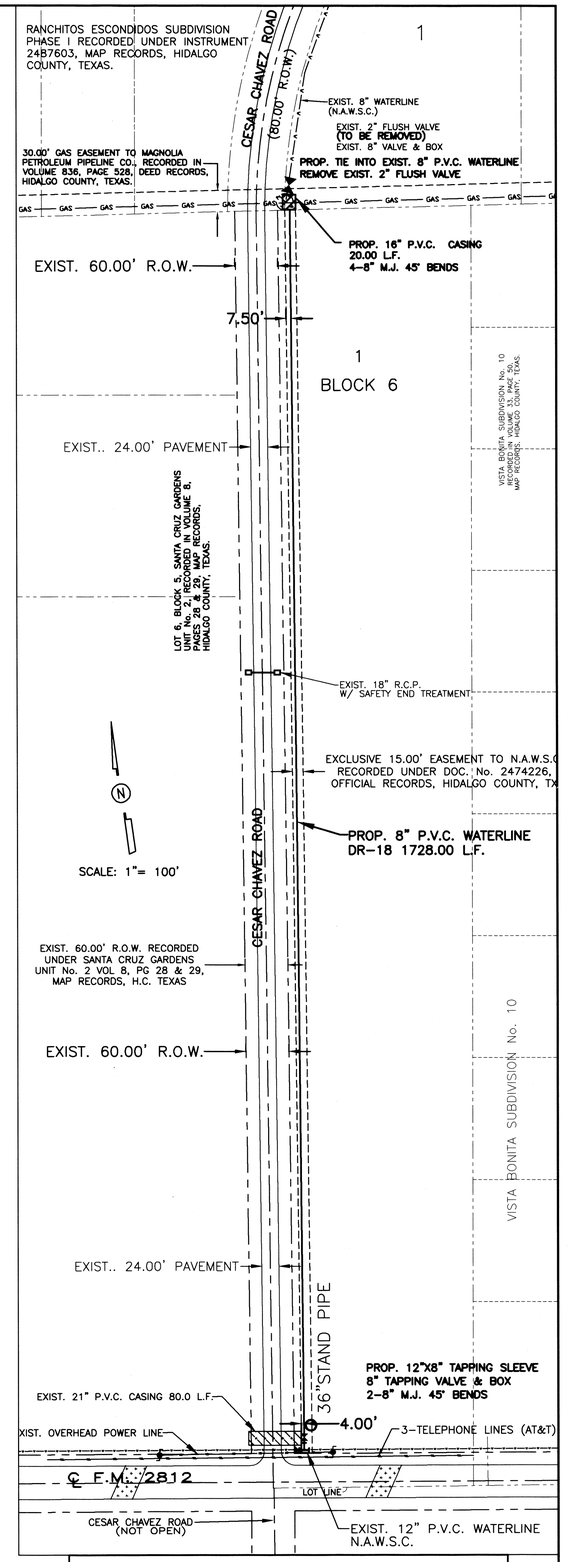
No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



OFFSITE WATER LAYOUT

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 8 SHEETS

FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\B-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2-25-2015	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

GAS MARKER
TEXAS GAS SERVICE
1-800-959-5325

GAS PIPELINE
TEXAS GAS SERVICE
1-800-959-5325

50.00' GAS PIPELINE EASEMENT TO TEXAS GAS SERVICE AS SHOWN HEREON AND BY PLAT

S 80°51' E 2,883.91'

CATTLE GUARD

IRON PIPE

S 09°04'26" W 521.38' (D.R.: S 09°16' W)

2205.50'

N 09°16' E

N 80°44' W 1435.00'

1425.00'

S 09°16' W

PROP. TYPE III BARRICADE

PROP. 24.00' ASPHALT PAVEMENT

PROP. 24.00' ASPHALT PAVEMENT

PROP. 24.00' ASPHALT PAVEMENT

PROP. 24.00' ASPHALT PAVEMENT

PROP. TYPE III BARRICADE

PROP. TYPE III BARRICADE TO BE REMOVED

60.00' R.O.W.

CESAR CHAVEZ ROAD (80.00' R.O.W.)

VIZNAGA DRIVE

15.00' ELECTRICAL & UTILITY EASEMENT

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

SCALE 1" = 200'

LOT "C" POND

POND "B" REGIONAL DETENTION POND

PROP. 6.0' CHAINLINK FENCE

PROP. 12.0' GATE W/ 24' DRIVEWAY (8" CALICHE) & 18" RRGCP (32.0 L.F.)

PROP. 24" R.C.P. STORM SEWER 625.0 L.F.

PROP. 24" R.C.P. STORM SEWER 50.0 L.F. (TONGUE & GROOVE)

PROP. 24" R.R.G.C.P. STORM SEWER 54.0 L.F.

PROP. 24" R.C.P. STORM SEWER 80.0 L.F.

PROP. 24" R.R.G.C.P. STORM SEWER 40.0 L.F.

PROP. 18" R.R.G.C.P. STORM SEWER 35.0 L.F.

EXIST. 18" R.R.G.C.P. 32.00 L.F. W/ SAFETY END TREATMENT (48.00 L.F. TOTAL) F.L.=87.50

PROP. 18" R.C.P. 32.00 L.F. W/ SAFETY END TREATMENT (48.00 L.F. TOTAL)

EXIST. 24" R.C.P. STORM SEWER 40.0 L.F.

EXIST. 24" R.C.P. STORM SEWER 35.0 L.F.

EXIST. TOP OF POND BERM TO ELEVATED TO ELEV.=88.00

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=88.00 F.L.=83.80

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=84.00 F.L.=80.85

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=88.00 F.L.=84.00

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=84.00 F.L.=81.00

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=86.00 F.L.=82.30

PROP. TYPE "CC" INLET W/ CONC. APRON TOP=86.00 F.L.=82.05

EXIST. TYPE "CC" INLET W/ CONC. APRON TOP=83.00 F.L.=79.00

EXIST. TYPE "CC" INLET W/ CONC. APRON TOP=83.00 F.L.=78.85

EXIST. TYPE "CC" INLET W/ CONC. APRON TOP=87.25 F.L.=84.00

EXIST. TYPE "CC" INLET W/ CONC. APRON TOP=87.25 F.L.=83.80

EXIST. H.C.D.D. No. 1 DRAINAGE POND

EXIST. RIP-RAP F.L.=81.00

EXIST. POND F.L.=81.00

EXIST. RIP-RAP F.L.=78.00

EXIST. POND F.L.=78.00

EXIST. M.H. F.L.=89.00 F.L.=83.25

EXIST. 24" R.C.P. STORM SEWER

EXIST. 24.00' ASPHALT PAVEMENT

EXIST. ASPHALT TO BE REMOVED THIS SECTION ONLY

N 80°44' W 678.16'

N 80°51' W 692.50'

208.00'

775.32'

80.00' R.O.W.

PROP. AREA TO BE REGRADED AND SHAPED TO A SLOPE=0.48%

PROP. AREA TO BE FILLED AND COMPACTED 95% ELEV. 94.00

N.G.=93.00

N.G.=94.00

N.G.=95.00

N.G.=96.00

N.G.=94.50

RD=90.50 T/P=92.75 RD=90.50

RD=92.00 T/P=93.70 RD=92.00

RD=88.50 T/P=90.75

RD=88.00 T/P=89.75 RD=88.00

RD=87.75 T/P=89.50

RD=87.50 T/P=89.75 RD=88.00

RD=84.00 T/P=85.50

RD=84.50 T/P=86.00

RD=83.50 T/P=85.50

RD=87.00 T/P=89.75

RD=86.50 T/P=89.50

RD=87.50 T/P=89.50

TOP=88.50

TOP=88.00

S=0.5% (TYP.)

R.40.0'

R.20.0'

R.15.00'

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I-A RECORDED UNDER INSTRUMENT 2603420, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RANCHITOS ESCONDIDOS SUBDIVISION PHASE I RECORDED UNDER INSTRUMENT 2487603, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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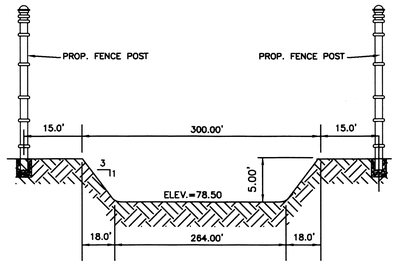
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



DETENTION AREA DETAIL

NOT TO SCALE

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

4-6-16
DATE

REVISION NOTES

No.	Sheet	Revision	Date	Approved

COST ESTIMATE

PAVING IMPROVEMENTS	$ 239,140.00
DRAINAGE IMPROVEMENTS:	$ 91,040.00
WATER DISTRIBUTION:	$ 141,500.00
SEPTIC TANKS:	$ 66,000.00

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

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

SHEET NO. 5 OF 6 SHEETS

FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\8-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
6-26-13	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

FINAL ENGINEERING REPORT FOR RANCHITOS ESCONDIDOS SUBDIVISION PHASE II:

WATER SUPPLY: Description and Costs.

RANCHITOS ESCONDIDOS SUBDIVISION PHASE II WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING NORTH ALONG THE EAST SIDE OF VIZNAGA DRIVE. IT ENDS WITH AN EXISTING PLUG NEAR THE NORTHWEST CORNER OF LOT 72, RANCHITOS ESCONDIDOS SUBDIVISION PHASE I–A. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING NORTH ALONG THE WEST SIDE OF CESAR CHAVEZ ROAD. IT ENDS WITH AN EXISTING PLUG NEAR THE NORTHEAST CORNER OF LOT 84, RANCHITOS ESCONDIDOS SUBDIVISION PHASE I.

THE WATER SYSTEM FOR RANCHITOS ESCONDIDOS SUBDIVISION PHASE II CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE 8" WATERLINE ON VIZNAGA DRIVE. THE PROPOSED 8" WATERLINE RUNS NORTH ALONG THE EAST SIDE OF VIZNAGA DRIVE, ENDING WITH A 2" FLUSH VALVE ON THE NORTHWEST CORNER OF LOT 113. ON THE NORTHWEST CORNER OF LOT 85, THE PROPOSED 8" DIAMETER WATERLINE TURNS EAST AND RUNS ALONG THE SOUTH SIDE OF 60 FOOT STREET, TIE–IN INTO THE EXISTING 8" WATERLINE ON THE WEST SIDE OF CESAR CHAVEZ ROAD. FROM THE NORTHEAST CORNER OF LOT 84, A PROPOSED 8" DIAMETER WATERLINE TAPS INTO THE EXISTING 8" WATERLINE ON CESAR CHAVEZ ROAD RUNS NORTH AND ENDING A 2" FLUSH VALVE NEAR THE NORTHEAST CORNER OF LOT 124.

FROM THE 8" DIAMETER WATERLINE, THERE ARE TWENTY–ONE (21) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE TWO (2) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE RANCHITOS ESCONDIDOS SUBDIVISION PHASE II, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS & (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, 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 $, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDERSHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

REPORTE FINAL DE INGENIERIA PARA RANCHITOS ESCONDIDOS SUBDIVISION PHASE II:

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION RANCHITOS ESCONDIDOS SUBDIVISION PHASE II HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE AGUA PARA RANCHITOS ESCONDIDOS SUBDIVISION PHASE II CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CONNECTAN CON LA LINEA DE AGUA EXISTENTE DE 8" EN LA CALLE VIZNAGA DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO ESTE DE LA CALLE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NORTEOESTE DE LOT 113. EL LA ESQUINA DE LOTE 85, LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE Y EN EL LADO SUR DE LA CALLE 60 FOOT STREET Y SE CONNECTA CON UNA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO DE LA CALLE CESAR CHAVEZ ROAD, DE LA ESQUINA NORTESTE DE LOTE 84, LA LINEA DE AGUA DE 8" DE DIAMETRO SE CONECTA UNA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO EN LA CALLE CESAR CHAVEZ ROAD Y CORRE NORTE TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NORTESTE DE LOT 124.

EN LA ESQUINA SUROESTE DE LOTE 81, UNA LINEA DE AGUA DE 8" DE DIAMETRO CONECTA CON LA LINA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR LA TASAJILLO DRIVE Y CORRE NORTE POR EL LADO ESTE DE LA CALLE VIZNAGA DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO ESTE DE LA CALLE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA NOROESTE DE LOTE 72.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN VEINTIUNO (21) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY DOS (2) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. US$, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE. US$ ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO TRES (3) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION RANCHITOS ESCONDIDOS SUBDIVISION PHASE II. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÓN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. EL EVALUADOR (LIC# OS 12258) HIZO DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ A UN COSTO TOTAL DE $ TODA LA SUBDIVISIÓN.

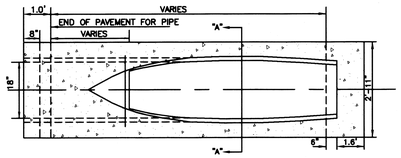
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

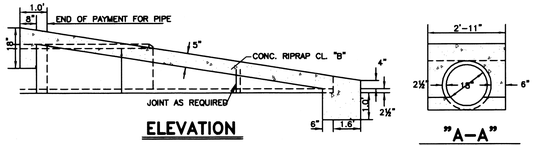
COST ESTIMATE

PAVING IMPROVEMENTS	$ 239,140.00
DRAINAGE IMPROVEMENTS:	$ 91,040.00
WATER DISTRIBUTION:	$ 141,500.00
SEPTIC TANKS:	$ 66,000.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM



PLAN



ELEVATION

"A–A"

SAFETY END TREATMENT

NOT TO SCALE

REVISION NOTES

No.	Sheet	REMARK	Date	Approved

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

1.– I (WE), FORREST N. RUNNELS JR., VICE–PRESIDENT SUBDIVIDER (S) OF **RANCHITOS ESCONDIDOS SUBDIVISION PHASE II** HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

CWL LIMITED
BY: THREE LLC
ITS: GENERAL PARTNER
BY: FORREST N. RUNNELS JR., VICE–PRESIDENT
P.O. BOX 118
EDINBURG, TEXAS. 78540

STATE OF TEXAS
COUNTY OF HIDALGO

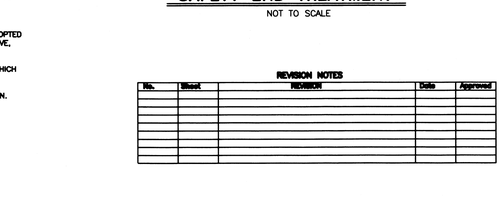
BEFORE ME, the undersigned notary public, on this day personally appeared FORREST N. RUNNELS JR., VICE–PRESIDENT

Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct

Given under my hand and seal of office this day of , 20 .

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
JULY 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC



CONSTRUCTION OF ROAD SIDE DITCH

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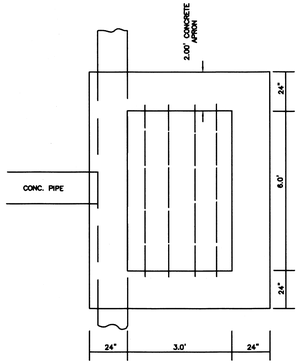
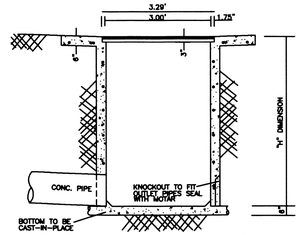
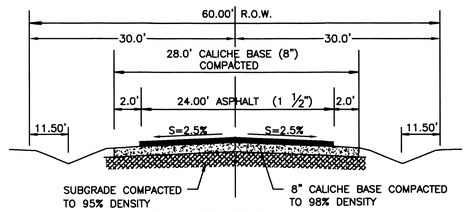


TOP VIEW



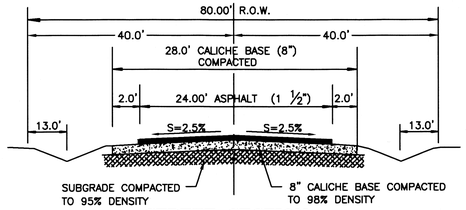
TYPE "C–C" INLET

N.T.S.



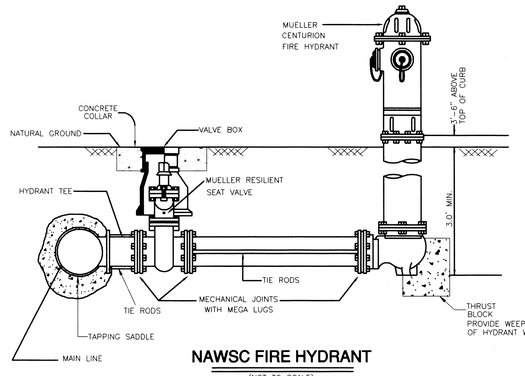
STREET SECTION
(60.00' R.O.W.)

N.T.S.



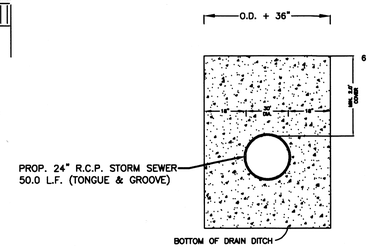
STREET SECTION
CESAR CHAVEZ ROAD

N.T.S.



NAWSC FIRE HYDRANT

(NOT TO SCALE)

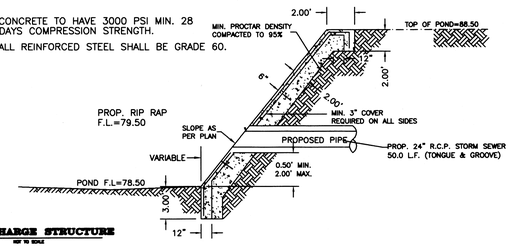


ELEVATION VIEW

STORM DISCHARGE STRUCTURE

NOT TO SCALE

1. CONCRETE TO HAVE 3000 PSI MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.



RANCHITOS ESCONDIDOS SUBDIVISION PHASE II

A 94.47 ACRE TRACT OF LAND OUT OF TRACT 157, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58–60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2445836 AND 2590791, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

MASTER DRAINAGE REPORT FOR RANCHITOS ESCONDIDOS SUBDIVISION (PHASE I, 1–A & II) BY ALFONSO QUINTANILLA, P.E.

(109.980 ACRES)	PHASE I – 261,730.94 cubic feet (6.01 acre–feet)
(70.00' ACRES)	PHASE I–A – 166,601.49 cubic feet (3.83 acre–feet)
(96.585 ACRES)	PHASE II – 225,852.13 cubic feet (5.18 acre–feet)
(274.865 ACRES)	TOTAL= **654,184.56 cubic feet (15.02 acre–feet)**

Ranchitos Escondidos is a 274.865 acre tract of land out of Tract 157, San Salvador Del Tule Grant Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 10, Pages 58–60, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 81865, official records, Hidalgo County, Texas. This subdivision is located 1,770.00 feet north of F.M. 2812 at Cesar Chavez Road. The site is currently open land and brush area. The proposed subdivision will consist of 125 residential lots. (48 lots Phase I, 36 lots Phase I–A and 41 lots Phase II)

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D dated June 6, 2000 with an LOMR dated May 17, 2001.

The majority of the soil is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Surface runoff is medium. Permeability is moderate. Plasticity Index has a range of 3–32. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing in a northeasterly direction. The existing runoff for the proposed subdivision is Q= 29.73 cubic feet per second based on a 25–year storm.

After development the runoff will be Q= 74.47 cubic feet per second for an increase of Q= 44.74 cubic feet per second. In accordance with the County's drainage requirements of not increasing the amount of existing runoff, we have calculated that Detention will be 654,184.56 cubic feet (15.02 acre–feet) and will be detained in two proposed Regional Detention Ponds, one at the northeast area of the Phase I of the subdivision, and the other one in Phase I–A. that are being dedicated as Lot "A" and Lot "B" to the Hidalgo County Drainage District No.1. The soil type at the location for the pond is fine sandy loam and sandy clay loam. The size of the ponds is 1.28 acres and 1.41 acres and will provide 698,625.00 c.f. of detention storage. Runoff from the streets will flow via roadside ditch that will be collected by a storm sewer system consisting of 18" and 24" pipes and Type "CC" inlets that will discharge into the proposed detention pond. The access to the proposed detention ponds will be via Cesar Chavez Road and a subdivision street being public roads (24.0 feet pavement) being dedicated by the plats. The detention pond will be constructed in accordance with the requirements of the Hidalgo County Drainage District No.1.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 6, 2000 (LOMR MAY 17, 2001)

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. — 4–6–16

ALFONSO QUINTANILLA
P.E. No. 95534 — DATE

THE COUNTY OF HIDALGO TEXAS

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

ON: AT AM/PM

INSTRUMENT NUMBER

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: DEPUTY

SHEET NO. 6 OF 6 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\RANCHITOS ESCONDIDOS\B–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6–28–13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **TIERRA DE SANTA CRUZ NO. 2** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **SANTA CRUZ PROPERTIES**

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

NUMBER OF LOTS: **15** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **¾ MILE NORTH OF EL CIBOLO ROAD, WEST SIDE OF BRUSHLINE 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 **9-29-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY REGRADING THE ROAD SIDE DITCHES.**

DISTANCE TO A DRAIN DITCH: **5 MILES SOUTH OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO DEDICATION REQUIRED, PRIVATE DRIVES.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **2-19-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **3-03-2016** 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: **6"** LOCATION: **BRUSHLINE ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **2-29-2016** : 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: _____, __

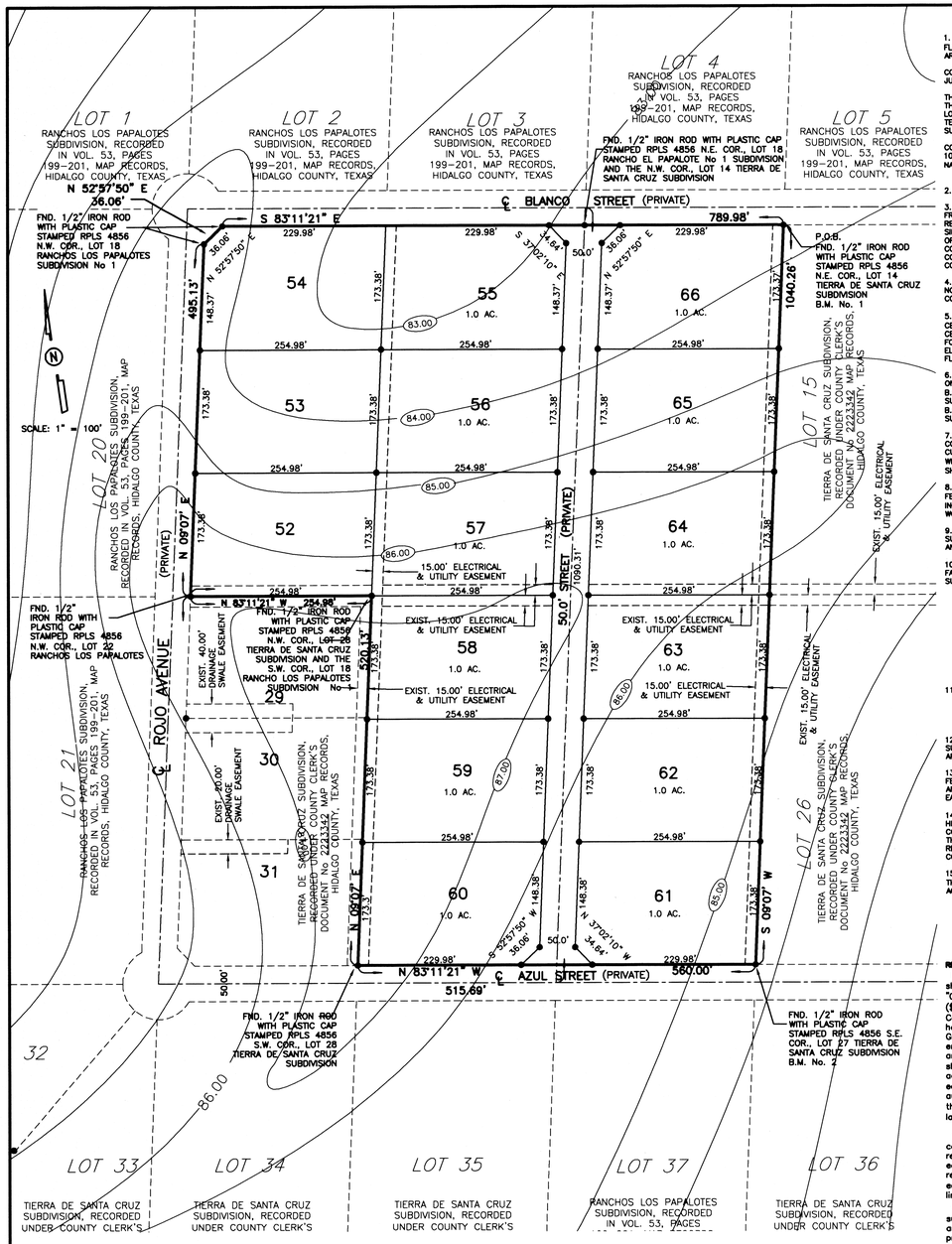
STAFF RECOMMENDS:

☒ **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*

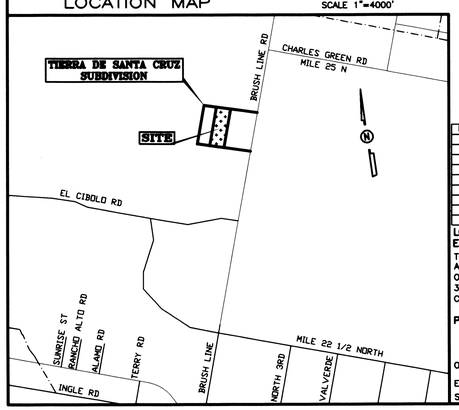
☐ **Final Approval** *with financial guarantee.*

* *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.*



LOCATION MAP

SCALE 1"=4000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

TIERRA DE SANTA CRUZ SUBDIVISION No 2 IS LOCATED IN THE MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF BRUSHLINE ROAD AND 3/4 OF A MILE NORTH OF EL CIBOLO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). TIERRA DE SANTA CRUZ SUBDIVISION No 2 LIES APPROXIMATELY 3.5 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SANTA CRUZ PROPERTIES, LTD. BY: GENERAL PARTNER RUPPERT COMPANY, LLC BY: RICHARD RUPPERT, PRESIDENT	P.O. BOX 959	EDINBURG Tx. 78539	(956) 383-0868	(956) 383-2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

HIDALGO COUNTY GENERAL SUBDIVISION PLAT NOTES

1. –FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NOT SHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

COMMUNITY PANEL NUMBER: 480334 0325 D. EFFECTIVE DATE: JUNE 6, 2000. MAP REVISED: LOMR MAY 17, 2001.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEARS FLOOD PLAIN C.P.N. 480334 0325 D. EFFECTIVE DATE: JUNE 6, 2000, MAP REVISED: LOMR MAY 17, 2001, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE CIVIL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED

3. –SETBACKS–

FRONT:	25.00 FEET
REAR:	35.00 FEET
SIDE:	6.00 FEET
OR EASEMENT, WHICHEVER IS GREATER	
CORNER SIDE:	10.00 FEET
CORNER GARAGE SIDE:	18.00 FEET
CORNER GARAGE FRONT:	18.00 FEET

4. –GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS] THROUGH 12 .

5.–MINIMUM FINISHES FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME 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.

6.–BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No. 1 – ELEV 82.00 1/2" IRON ROD NORTHEAST CORNER OF LOT 66 OF THIS PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
B.M. No. 2 – ELEV 83.76 1/2" IRON ROD SOUTHEAST CONRER OF LOT 61 OF THIS PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

7.–DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 19.01.33 CUBIC FEET 0.44 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE DRAINAGE REPORT ON SHEET No 3).

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

9.–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.–ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT IN THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE 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.

SANTA CRUZ PROPERTIES, LTD
BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
12.– BY: RICHARD RUPPERT, PRESIDENT THE OWNER & SUBDIVIDER OF TIERRA DE SANTA CRUZ SUBDIVISION No 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

13.–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.

14.–THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE COUNTY OF HIDALGO, TEXAS HARMLESS AND INDEMNIFY SAID COUNTY FROM AN AND ALL CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, PRIVATE SIDEWALKS, AND PRIVATE STREET LIGHTS. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROAD TO PUBLIC USE, IF APPROVED, SHALL CAUSE CONSTRUCTION SPECIFICATION TO MEET COUNTY REQUIREMENTS.

15.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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.

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 oppurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this _____ day of _____ 20_____.

SANTA CRUZ PROPERTIES, LTD. BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG Tx. 78539

DATE

SUBDIVISION PLAT OF:

TIERRA DE SANTA CRUZ SUBDIVISION No2

A 16.39 ACRE TRACT OF LAND BEING ALL OF LOTS 14, 27 AND 28, TIERRA DE SANTA CRUZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2223342, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOT 18 AND 19, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 199 THRU 201, MAP RECORDS, HIDALGO COUNTY TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2147174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 16.39 ACRE TRACT OF LAND BEING ALL OF LOTS 14, 27 AND 28, TIERRA DE SANTA CRUZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2223342, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOT 18 AND 19, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 199 THRU 201, MAP RECORDS, HIDALGO COUNTY TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2147174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH RIGHT OF WAY LINE OF BLANCO STREET FOR THE NORTHEAST CORNER OF LOT 14, TIERRA DE SANTA CRUZ SUBDIVISION AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°07' W, ALONG THE EAST LINE OF LOTS 14 AND 27, A DISTANCE OF 1,040.26 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE NORTH RIGHT OF WAY LINE OF AZUL STREET FOR THE SOUTHEAST CORNER OF LOT 27 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 83°11'21" W, ALONG THE SOUTH LINE OF LOTS 27 AND 28, AND THE NORTH RIGHT OF WAY LINE OF AZUL STREET, A DISTANCE OF 560.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 28 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°07' E, ALONG THE WEST LINE OF LOT 28, TIERRA DE SANTA CRUZ SUBDIVISION, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 520.13 FEET FOR THE NORTHWEST CORNER OF LOT 28, TIERRA DE SANTA CRUZ SUBDIVISION, THE SOUTHWEST CORNER OF LOT 18, THE SOUTHEAST CORNER OF LOT 19, RANCHO LOS PAPALOTES SUBDIVISION No1, AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 83°11'21" W, ALONG THE SOUTH LINE OF LOT 19, RANCHO LOS PAPALOTES SUBDIVISION No1, A DISTANCE OF 254.98 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE EAST RIGHT OF WAY LINE OF ROJO AVENUE FOR THE SOUTHWEST CORNER OF LOT 19 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°07' E, ALONG THE WEST LINE OF LOT 19, RANCHO LOS PAPALOTES SUBDIVISION No1, AND THE EAST RIGHT OF WAY LINE OF ROJO AVENUE PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 495.13 FEET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 52°57'50" E, ALONG THE WEST LINE OF LOT 19, RANCHO LOS PAPALOTES SUBDIVISION No1, AND THE EAST RIGHT OF WAY LINE OF ROJO STREET PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 36.06 FEET FOR THE NORTHWEST CORNER OF LOT 19 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 83°11'21" E, ALONG THE NORTH LINE OF LOTS 18 AND 19, RANCHO LOS PAPALOTES SUBDIVISION No.1, AND THE SOUTH RIGHT OF WAY LINE OF BLANCO STREET, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 509.98 FEET FOR THE NORTHEAST CORNER OF LOT 18, THE NORTHWEST CORNER OF LOT 14, TIERRA DE SANTA CRUZ SUBDIVISION, AND CONTINUING ALONG THE NORTH LINE OF LOT 14, A TOTAL DISTANCE OF 789.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 16.39 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH TIERRA DE SANTA CRUZ SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2223342, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 6TH DAY OF JULY 20 15

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

I CERTIFY THAT THE WATER AND ON SITE SEWAGE FACILITIES (OSSF) FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON SITE SEWAGE FACILITIES (OSSF) DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WILL BE CONSTRUCTED AT A COST OF $ _____ ON SITE SEWAGE FACILITIES: (OSSF) ARE ESTIMATED TO COST $ _____ FOR THE SUBDIVISION.

DATED THIS THE 5TH DAY OF APRIL 20 16

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER RUPPERT COMPANY, LLC
I, RICHARD RUPPERT, PRESIDENT OWNER(S) OF THE 16.39 ACRES OF LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE TIERRA DE SANTA CRUZ SUBDIVISION No 2, GRANTS AN EASEMENT TO THE COUNTY OF HIDALGO AND THOSE WHO MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE COUNTY OF HIDALGO AND STATE OF TEXAS. THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY PROPERTY OWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE COUNTY OF HIDALGO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

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

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

DATE

SANTA CRUZ PROPERTIES, LTD. BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG Tx. 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de- clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this day of , 20 .

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the **TIERRA DE SANTA CRUZ SUBDIVISION No 2** was reviewed and approved by the Hidalgo County Commissioners Court on . .

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as **TIERRA DE SANTA CRUZ SUBDIVISION No2** conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the day of , 20 ."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

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

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

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

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QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME :F:\DATA\SUB.\H.C.\TIERRA DE SANTA CRUZ No2			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JULY. 16-2015	LUIS CVZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

FINAL ENGINEERING REPORT FOR TIERRA DE SANTA CRUZ SUBDIVISION No. 2:

WATER SUPPLY: Description and Costs.

TIERRA DE SANTA CRUZ SUBDIVISION No. 2 WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING WEST ON THE NORTH SIDE OF AZUL STREET AND TURNS NORTH ALONG THE EAST SIDE OF ROJO AVENUE AND TURNS EAST ON THE SOUTH SIDE OF BLANCO STREET.

THE WATER SYSTEM FOR TIERRA DE SANTA CRUZ SUBDIVISION No. 2 CONSISTS OF A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" WATERLINE ON AZUL STREET NEAR THE SOUTHEAST CORNER OF LOT 60. THE PROPOSED 8" WATERLINE RUNS NORTH ALONG THE WEST SIDE OF 50.0 FOOT STREET, TIES IN INTO THE EXISTING 8" WATERLINE ON THE SOUTH SIDE OF BLANCO STREET NEAR THE NORTHEAST CORNER OF LOT 55.

FROM THE 8" DIAMETER WATERLINE, THERE ARE FIVE (5) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE METER BOXES FOR EACH LOT. THERE ARE FOUR (4) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS. LOT 52 HAS AN EXISTING 3/4" SINGLE SERVICE AT THE SOUTHWEST CORNER.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 58360.00 OR $ 3890.67 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 20850.00 OR $ 1390.00 PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $ 3200.00 FOR A TOTAL COST OF $ 9600.00 . THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE TIERRA DE SANTA CRUZ SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 56, 59, 62 & 65 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS I) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1500.00 , 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 $ 22500.00 , WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDERSHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ 79210.00 WHICH EQUALS TO $ 5280.67 PER LOT. LOT 52 HAS AN EXISTING 3/4" SINGLE SERVICE AT THE SOUTHWEST CORNER.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 22,500.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. — 4-5-16

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA TIERRA DE SANTA CRUZ SUBDIVISION No. 2:

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION TIERRA DE SANTA CRUZ SUBDIVISION No. 2 HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE AGUA PARA TIERRA DE SANTA CRUZ SUBDIVISION No. 2 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CONNECTAN CON LA LINEA DE AGUA EXISTENTE DE 8" EN LA CALLE AZUL STREET EN LA ESQUINA DE LOTE 60. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE , Y SE CONNECTA CON UNA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO EN LA CALLE BLANCO STREET DE LA ESQUINA NORTESTE DE LOTE 55.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CINCO (5) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY CUATRO (4) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE. LOTE 52 TIENE UN 3/4"DE PULGADA DE DIÁMETRO DE AGUA EXISTENTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 58360.00 O US$ 3890.67 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. US$ 20850.00 , QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ 1390.00 ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN HA INSTALADO TRES (3) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3200.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 9600.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION TIERRA DE SANTA CRUZ SUBDIVISION No. 2. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. EL EVALUADOR (LIC# OS 12258) HIZO CUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 56, 59, 62 Y 65 EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US $ 1500.00 , 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$ 22500.00 , QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 79210.00 LO CUAL EQUIVALE A US$ 5280.67 POR LOTE. LOTE 52 TIENE UN 3/4"DE PULGADA DE DIÁMETRO DE AGUA EXISTENTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ 1500.00 A UN COSTO TOTAL DE $ 22500.00 TODA LA SUBDIVISIÓN.

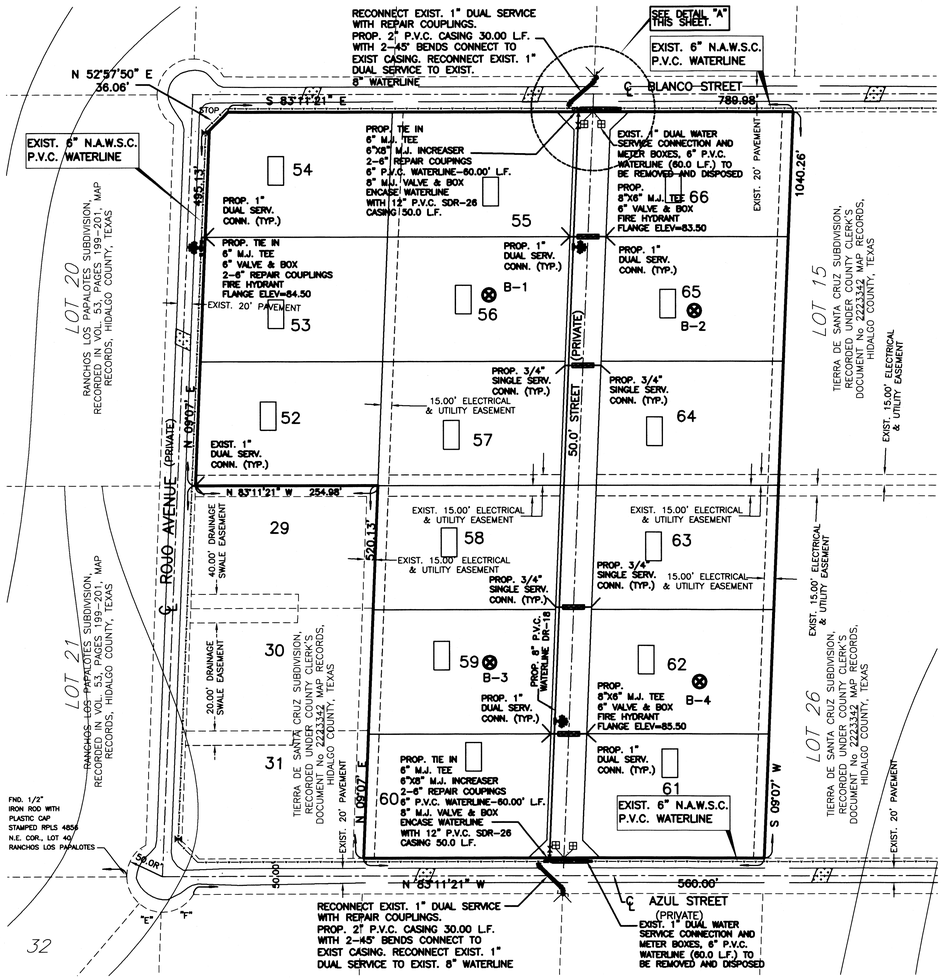
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. — 4-5-16

ALFONSO QUINTANILLA
P.E. No. 95534

DATE

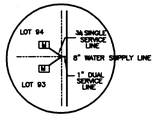
MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

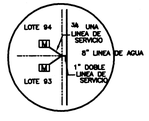


SCALE: 1"= 100'

WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



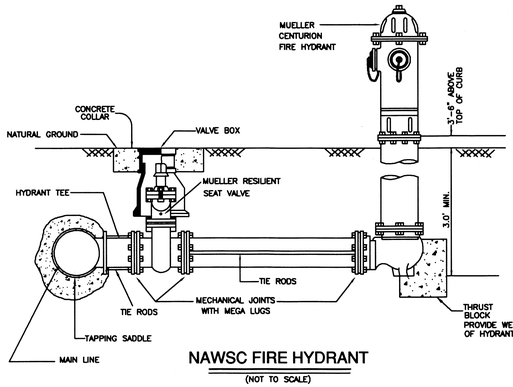


B-1 TEST BORINGS

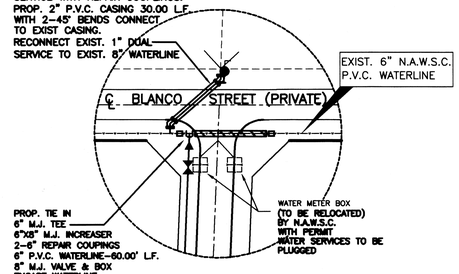
PROP. SEPTIC TANK (OSSF)

COST ESTIMATE

PAVING IMPROVEMENTS	$ 62,120.00
DRAINAGE IMPROVEMENTS:	$ 19,200.00
WATER DISTRIBUTION:	$ 58,360.00
SEPTIC TANKS:	$ 22,500.00



NAWSC FIRE HYDRANT
(NOT TO SCALE)



DETAIL "A"

TIERRA DE SANTA CRUZ SUBDIVISION No. 2

A 16.39 ACRE TRACT OF LAND BEING ALL OF LOTS 14, 27 AND 28, TIERRA DE SANTA CRUZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2223342, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOT 18 AND 19, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 199 THRU 201, MAP RECORDS, HIDALGO COUNTY TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2147174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT

1.– I (WE), SUBDIVIDER (S) OF TIERRA DE SANTA CRUZ SUBDIVISION No. 2 HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

SANTA CRUZ PROPERTIES, LTD. BY: GENERAL PARTNER
RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT
P.O. BOX 950
EDINBURG Tx. 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared SANTA CRUZ PROPERTIES, LTD.
BY: GENERAL PARTNER RUPPERT COMPANY, LLC
BY: RICHARD RUPPERT, PRESIDENT proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de– clared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this day of , 20 .

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\TIERRA DE SANTA CRUZ\8-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	2-26-2016	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

TIERRA DE SANTA CRUZ SUBDIVISION No2

A 16.39 ACRE TRACT OF LAND BEING ALL OF LOTS 14, 27 AND 28, TIERRA DE SANTA CRUZ SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER COUNTY CLERK'S INSTRUMENT NUMBER 2223342, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ALL OF LOT 18 AND 19, RANCHOS LOS PAPALOTES SUBDIVISION No.1, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 199 THRU 201, MAP RECORDS, HIDALGO COUNTY TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2147174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

Tierra De Santa Cruz Subdivision No.2 is a 16.39 acre tract of land being all of lots 14, 27 and 28, Tierra de Santa Cruz Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Instrument Number 2223342, Map Records, Hidalgo County, Texas, and all of lots 18 and 19, Ranchos Los Papalotes Subdivision No. 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 53, Pages 199 thru 201, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number 2147174, official records, Hidalgo County, Texas. This subdivision is located on the West side of Brushline Road approximately 2.5 miles North of El Cibolo Road. The site is woodlands. The proposed subdivision will consist of 15 one acre residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000–LOMR May 17, 2001.

The soil is fine sandy loam, and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of NP–20. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has runoff flowing Northeasterly. The existing runoff for the proposed subdivision is Q= 7.52 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 14.89 cubic feet per second for an increase of Q= 7.37 cubic feet per second. Detention will be 23,421.17 cubic feet (0.54 acre feet). Due to the fact that these are 1.0 acre lots and the amount of the proposed impervious area is very small in relation to the original development, there will be very minimal impact to the drainage of this area. The road side ditch along Blanco Street existing flow is in a westerly direction.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 6, 2000 (LOMR MAY 17, 2001)

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

4-5-16
DATE

N

SCALE: 1"= 60'

N 52°57'50" E
36.06'

STOP

S 83°11'21" E

C BLANCO STREET

789.98'

REGRADE ROAD SIDE DITCH

PROP. 18" R.R.C.G.P.
48.00 L.F. WITH SAFETY
END TREATMENTS
(64.00' TOTAL)

EXIST. 20' PAVEMENT

1040.26'

495.13'

LOT 20
RANCHOS LOS PAPALOTES SUBDIVISION,
RECORDED IN VOL. 53, PAGES 199–201, MAP
RECORDS, HIDALGO COUNTY, TEXAS

LOT 15
TIERRA DE SANTA CRUZ SUBDIVISION,
RECORDED UNDER COUNTY CLERK'S
DOCUMENT No 2223342 MAP RECORDS,
HIDALGO COUNTY, TEXAS

LOT 21
RANCHOS LOS PAPALOTES SUBDIVISION,
RECORDED IN VOL. 53, PAGES 199–201, MAP
RECORDS, HIDALGO COUNTY, TEXAS

LOT 26
TIERRA DE SANTA CRUZ SUBDIVISION,
RECORDED UNDER COUNTY CLERK'S
DOCUMENT No 2223342 MAP RECORDS,
HIDALGO COUNTY, TEXAS

C ROJO AVENUE (PRIVATE)

N 09°07' E

S 09°07' W

50.0' STREET (PRIVATE)

S= 0.23%

PROP. 24' PAVEMENT E–E

15.00' ELECTRICAL & UTILITY EASEMENT

EXIST. 15.00' ELECTRICAL & UTILITY EASEMENT

40.00' DRAINAGE SWALE EASEMENT

20.00' DRAINAGE SWALE EASEMENT

PROP. ROAD SIDE DITCH

S=0.5% (TYP.)

54 55 56 53 66 65 52 57 64 29 58 63 30 59 62 31 60 61

84.00 85.00 86.00

520.13'

N 83°11'21" W 254.98'

N 83°11'21" W 560.00'

C AZUL STREET (PRIVATE)

"E" "F"

50.00' ROAD AREA
25.0' 25.0'
28.0' CALICHE BASE (8") COMPACTED TO 98% DENSITY
2.0' 24.00' ASPHALT (1.5") 2.0'
165 LBS./SQ. YD.
2.5%
5.0' 5.0'
6" SUBGRADE COMPACTED TO 95% DENSITY
8" CALICHE BASE COMPACTED TO 98% DENSITY

STREET SECTION
N.T.S.

NEW R.O.W. LINE
CENTER FROM EDGE OF EXIST. PAVEMENT TO NEW R.O.W. LINE
HALF OF PROPOSED RIGHT OF WAY
PROP DITCH GRADING EXCAVATION
PROPOSED ROAD
NATURAL GROUND

CONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

VARIES
END OF PAVEMENT FOR PIPE
"A"
6" 1.6'

PLAN

END OF PAYMENT FOR PIPE
CONC. RIPRAP CL. "B"
JOINT AS REQUIRED

ELEVATION

SAFETY END TREATMENT
NOT TO SCALE

"A–A"

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

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

NOTE:
T/P= EXIST. TOP OF PAVEMENT

COST ESTIMATE

PAVING IMPROVEMENTS	$ 62,120.00
DRAINAGE IMPROVEMENTS:	$ 19,200.00
WATER DISTRIBUTION:	$ 58,360.00
SEPTIC TANKS:	$ 22,500.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\HIDALGO COUNTY\TIERRA DE SANTA CRUZ\9–PLAT			
	DATE PREPARED 2–26–2016	PREPARED BY M. GONZALEZ	CHECKED BY	APPROVED BY
	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, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED SAN MARTIN NO. 1 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA, HEADLEY & ASSOCIATES DEVELOPER: TIERRA BUENA DEV., INC.

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

NUMBER OF LOTS: 67 ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: SOUTH OF CANTON ROAD APPROXIMATELY 200 FEET EAST OF VALVERDE ROAD.

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 3-22-2016 PROPERTY LIES WITHIN FLOOD ZONE: " C " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE DRAIN DITCH LOCATED SOUTH OF THE PROPOSED SUBDIVISION DEVELOPMENT.

ROAD R.O.W. DEDICATION: 20.00 FEET ONTO CANTON ROAD.

H.C.R.O.W. PRELIMINARY APPROVAL DATE: 4-07-2016 By, ROY GONZALEZ, PCT. 1 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: 4-07-2016 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: 12" LOCATION: VALVERDE ROAD.

H.C.O.E.C. PRELIMINARY APPROVAL DATE: 4-08-2016 : 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:

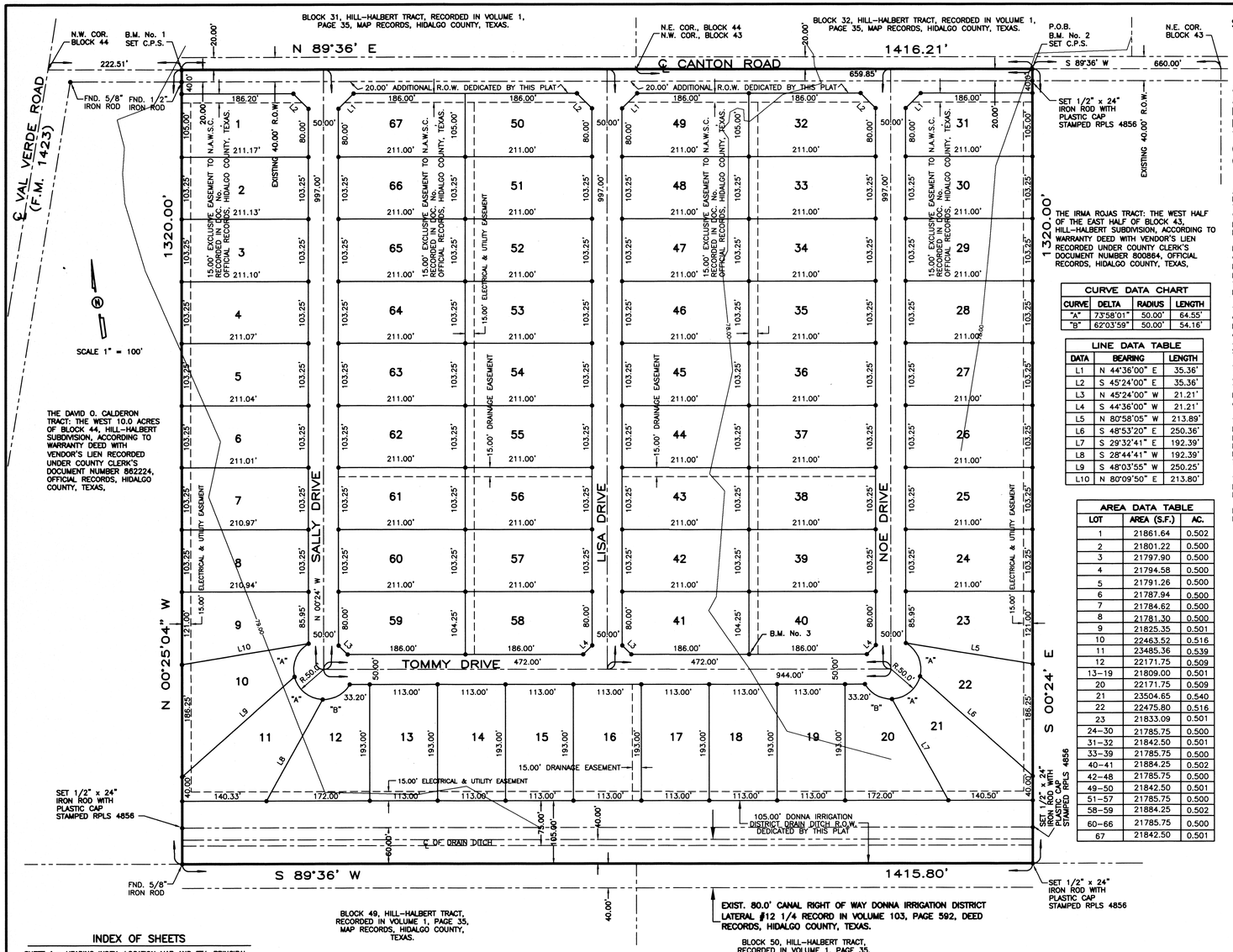
☒ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* DONNA.

☐ **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.

*



CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	73°58'01"	50.00'	64.55'
"B"	62°03'59"	50.00'	54.16'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	35.36'
L2	S 45°24'00" E	35.36'
L3	N 45°24'00" W	21.21'
L4	S 44°36'00" W	21.21'
L5	N 80°58'05" W	213.89'
L6	S 48°53'20" E	250.36'
L7	S 29°32'41" E	192.39'
L8	S 28°44'41" W	192.39'
L9	S 48°03'55" W	250.25'
L10	N 80°09'50" E	213.80'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21861.64	0.502
2	21801.22	0.500
3	21797.90	0.500
4	21794.58	0.500
5	21791.26	0.500
6	21787.94	0.500
7	21784.62	0.500
8	21781.30	0.500
9	21825.35	0.501
10	22463.52	0.516
11	23485.36	0.539
12	22171.75	0.509
13–19	21809.00	0.501
20	22171.75	0.509
21	23504.65	0.540
22	22475.80	0.516
23	21833.09	0.501
24–30	21785.75	0.500
31–32	21842.50	0.501
33–39	21785.75	0.500
40–41	21884.25	0.502
42–48	21785.75	0.500
49–50	21842.50	0.501
51–57	21785.75	0.500
58–59	21884.25	0.502
60–66	21785.75	0.500
67	21842.50	0.501

INDEX OF SHEETS

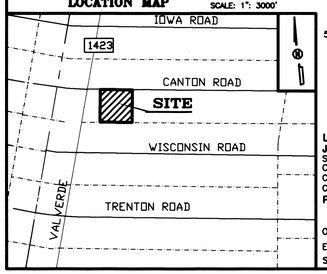
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCID NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND: ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

5.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 109,365.61 CUBIC –FEET 2.51 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.

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

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =80.18 COTTON PICKER SPLINDE SET AT THE NORTHWEST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.
B.M. No.2: ELEV. =79.55 COTTON PICKER SPLINDE SET AT THE NORTHEAST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.
B.M. NO. 3 ELEVATION= 78.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHEAST CORNER OF LOT 41. N.A.V.D. 88 DATUM

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

11.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

12.– LOTS 1, 31, 32, 49, 50 AND 67 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CANTON ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE. THEN THE LOT OWNER WILL REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 13 AND IS SUBJECT TO APPROVAL FROM HIDALGO COUNTY PLANNING DEPARTMENT.

13.– BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT , THE OWNER & SUBDIVIDER OF SAN MARTIN SUBDIVISION No. 1
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
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.

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

SAN MARTIN SUBDIVISION No. 1 IS LOCATED IN MIDDLE HIDALGO COUNTY 222.51 FEET EAST OF INTERSECTION OF VAL VERDE ROAD AND SOUTH SIDE OF CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN MARTIN SUBDIVISION No. 1 LIES APPROXIMATELY 2.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF:

SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF BLOCK 43 AND IN THE CENTERLINE OF CANTON ROAD FOR THE NORTHWEST CORNER OF THE IRMA ROJAS TRACT (THE WEST HALF OF THE EAST HALF OF BLOCK 43, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 800864, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 89°36' W, 660.00 FEET FROM THE NORTHEAST CORNER OF BLOCK 43.

THENCE; S 00°24' E, ALONG THE WEST LINE OF THE IRMA ROJAS TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CANTON ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,260.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE SOUTH LINE OF BLOCK 43 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCKS 43 AND 44, A DISTANCE OF 1,415.80 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE DAVID O. CALDERON TRACT (THE WEST 10.0 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 862224, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°25'04" W, ALONG THE EAST LINE OF THE DAVID O. CALDERON TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 60.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH, PASSING A 1/2" IRON ROD FOUND AT 1,300.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CANTON ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF BLOCK 44 AND IN THE CENTERLINE OF CANTON ROAD FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCKS 43 AND 44, AND THE CENTERLINE OF CANTON ROAD, A DISTANCE OF 1,416.21 FEET TO THE POINT OF BEGINNING AND CONTAINING 42.91 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAL VERDE ESTATES, RECORDED IN VOLUME 31, PAGE 193–A, 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

FEB. 3, 2016
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged; does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

this____ day of _____ 20____.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 42.91 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARTIN SUBDIVISION No. 1, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ DATE
BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

NEYDA S. RAMIREZ, Notary Public, State of Texas, My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 1 was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

Hidalgo County Judge date
ATTEST:
Hidalgo County Clerk date

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 SAN MARTIN SUBDIVISION No. 1 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

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS ____ DAY OF _____, 20____.

SECRETARY PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN MARTIN SUBDIVISION No. 1 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

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

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. P.E. No. 95534 4-7-16 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

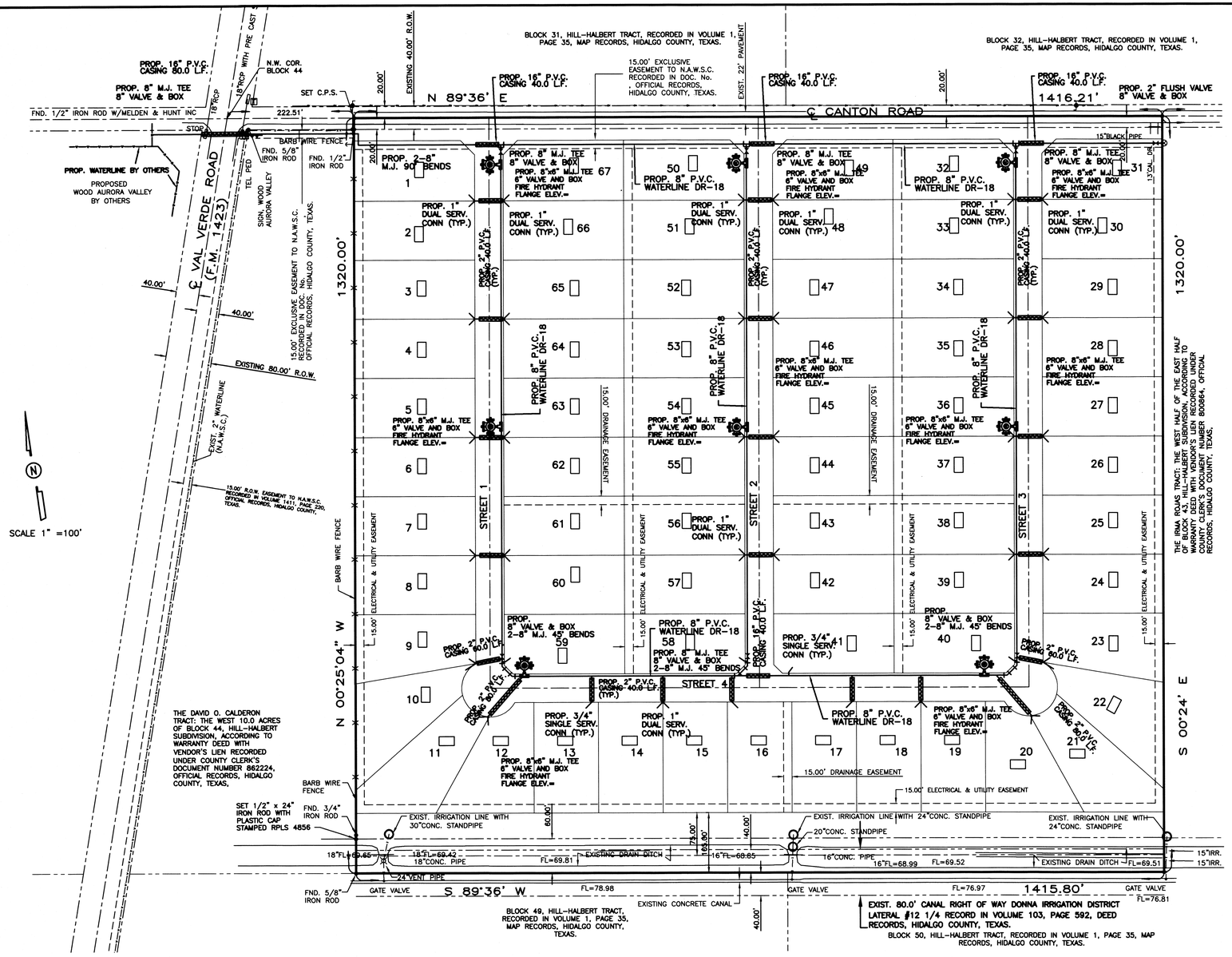
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: FEBRUARY 3, 2016

SHEET NO. 1 OF 3 SHEETS	F:\DATA\SUBD\DONNA\SAN MARTIN SUBD No1\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	2–3–2016	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



B-1 ⊗ TEST BORINGS

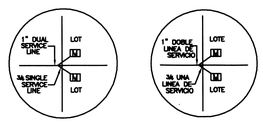
▭ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION: $ _____
DRAINAGE IMPROVEMENTS: $ _____
PAVING IMPROVEMENTS: $ _____
SEPTIC TANK (OSSF): $ _____

[W] WATER METER BOX — 8" WATER SUPPLY LINE — SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA — 8" LINEA DE AGUA — LINEAS DE SERVICIOS



FINAL ENGINEERING REPORT FOR SAN MARTIN SUBDIVISION No. 1:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARTIN SUBDIVISION No. 1 WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN 8" DIAMETER WATERLINE LOCATED AT THE SOUTHWEST CORNER OF CANTON ROAD AND VAL VERDE ROAD. AN 8" WATERLINE WILL TAP INTO THE EXISTING 8" WATERLINE RUN EAST ALONG THE SOUTH SIDE OF CANTON ROAD IN AN EXCLUSIVE EASEMENT, ENDING AT THE NORTHEAST CORNER OF LOT 31.

THE WATER SYSTEM FOR SAN MARTIN SUBDIVISION No. 1 CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE 8" DIAMETER WATERLINE ON CANTON ROAD. NEAR THE NORTHWEST CORNER OF LOT 67, A 8" WATERLINE RUNS SOUTH ALONG THE EAST SIDE OF 50.0 FOOT STREET 1. IT TURNS EAST AND RUNS ALONG THE NORTH SIDE OF STREET 4. ON THE SOUTH EAST CORNER OF LOT 40, THE 8" DIAMETER WATERLINE TURNS NORTH AND RUNS ALONG THE WEST SIDE OF STREET 3 CONNECTING TO THE 8" WATERLINE ON CANTON ROAD.

ON THE NORTHEAST CORNER OF LOT 50, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO THE 8" WATERLINE ON CANTON AND RUNS SOUTH ALONG THE WEST SIDE OF STREET 2. IT CONNECTS WITH THE 8" DIAMETER WATERLINE ON STREET 4.

FROM THE 8" DIAMETER WATERLINE, THERE ARE THIRTY-ONE (31) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE FIVE (5) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED FIVE (5) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE SAN MARTIN SUBDIVISION No. 1, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD ( ) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS , , , & , (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

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

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

4-7-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1 HA SIDO PROMISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" DE DIAMETRO EN LA SUROESTE ESQUINA DE LA CALLE CANTON ROAD Y VAL VERDE ROAD. UNA PROPUESTA LINEA DE AGUA DE 8" DE DIAMETRO SE CONECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO Y CORE ESTE EN EL LADO SUR DE LA CALLE CANTON ROAD Y TERMINA EL LA ESQUINA NORTESTE DE LOTE 31.

EL SISTEMA DE AGUA PARA SAN MARTIN SUBDIVISION No. 1 CONSISTE DE UNA LINEA DE AGUA DE 12" DE DIAMETRO Y TERMINA EL LA ESQUINA DE NORTEOESTE DE LA CALLE WISCONSIN ROAD Y VAL VERDE ROAD. UNA LINEA DE AGUA PROPUESTA DE 8" DIAMETRO QUE CONNECTAN CON LA LINEA DE AGUA EXISTENTE DE 12", CORRE ESTE Y NORTE EN EL LADO DE ESTE EN LA CALLE VAL VERDE ROAD Y EN LA CALLE AZUL STREET EN LA ESQUINA DE LOTE 60. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE LA CALLE , Y SE CONNECTA CON UNA LINEA DE AGUA EXISTENTE DE 8" DIAMETRO EN LA CALLE BLANCO STREET DE LA ESQUINA NORTESTE DE LOTE 31.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA Y UNO (31) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY CINCO (5) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$ ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO TRES (3) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE LA SUBDIVISION SAN MARTIN SUBDIVISION No. 1. ESTA FOSA SÉPTICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL EVALUADOR (LIC# OS 12258) AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. EL EVALUADOR (LIC# OS 12258) HIZO DOS (2) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES Y (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME FRANCO ARENOSO (CLASS II) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE US$. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ A UN COSTO TOTAL DE $ TODA LA SUBDIVISIÓN.

STATE OF TEXAS — ALFONSO QUINTANILLA 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

4-7-16
DATE

SUBDIVIDER CERTIFICATION

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

SUBDIVIDER STATEMENT:

BUENA TIERRA DEVELOPMENT INC.
1.– I (WE), TILLMIN WELCH, PRESIDENT SUBDIVIDERS OF **SAN MARTIN SUBDIVISION No. 1** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
DATE

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

_____
NEYDA S. RAMIREZ – NOTARY PUBLIC

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

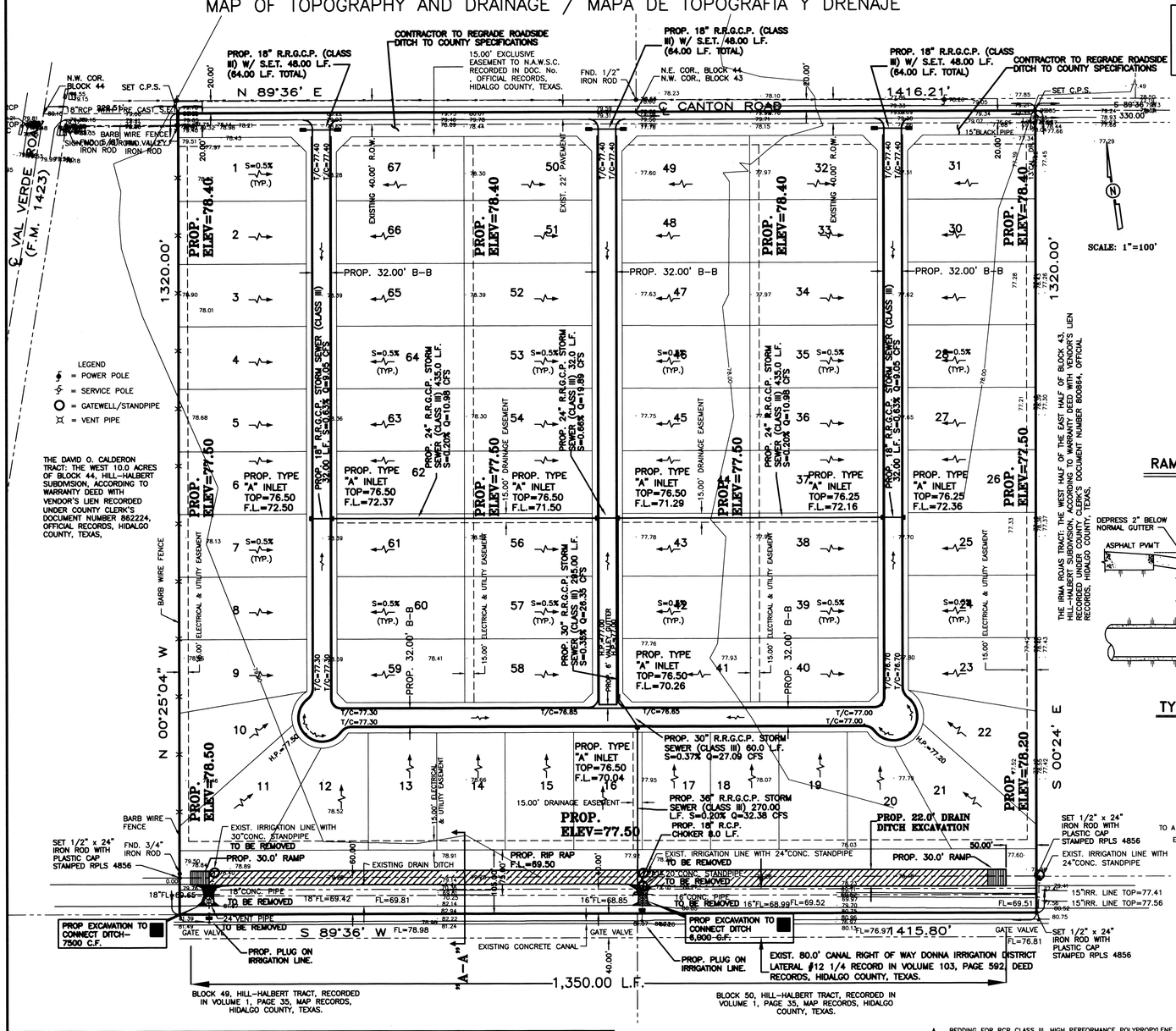
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

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

BY: _____ DEPUTY

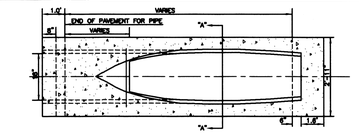
SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SURD\VC\SAN MARTIN SUBDIVISION No. 1\WATER.BPLAT			
	DATE PREPARED: MARCH 1, 2016	PREPARED BY: LG	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

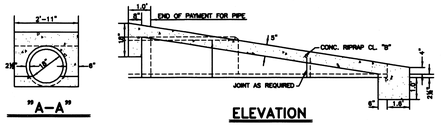


NOTE:
DIRT EXCAVATED FROM DRAIN DITCH SHALL BE SPREAD AT LOCATION DETERMINED BY ENGINEER

SCALE: 1"=100'

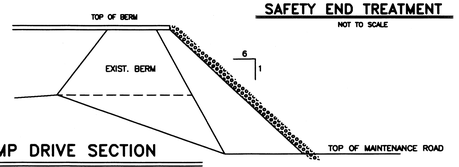


PLAN

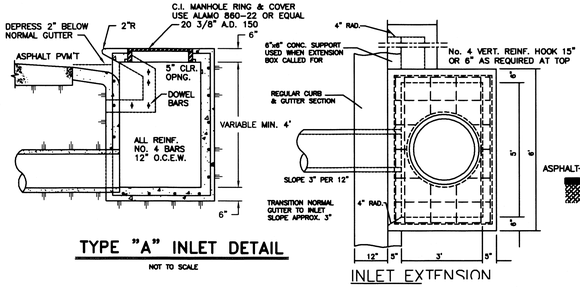


"A-A" ELEVATION

SAFETY END TREATMENT
NOT TO SCALE

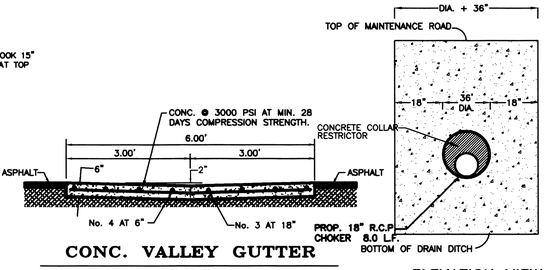


RAMP DRIVE SECTION
N.T.S.



TYPE "A" INLET DETAIL
NOT TO SCALE

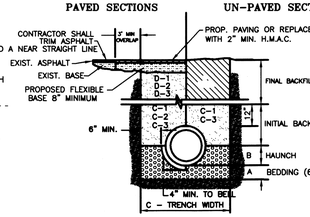
INLET EXTENSION



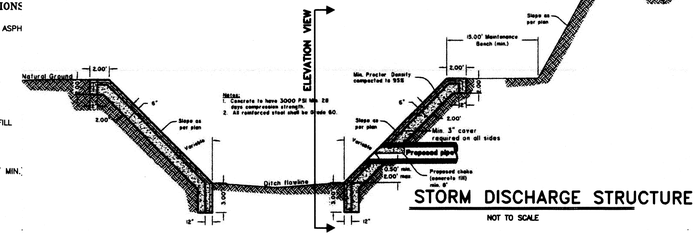
CONC. VALLEY GUTTER
NOT TO SCALE

ELEVATION VIEW

PAVED SECTIONS



UN-PAVED SECTIONS



STORM DISCHARGE STRUCTURE
NOT TO SCALE

STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D-698, 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 WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

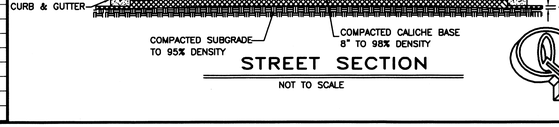
D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

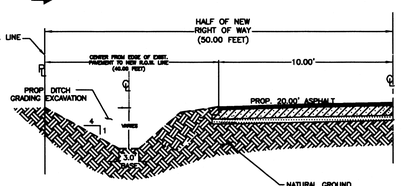
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

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 PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.



STREET SECTION
NOT TO SCALE



RECONSTRUCTION OF ROAD SIDE DITCH
NOT TO SCALE

LEGEND

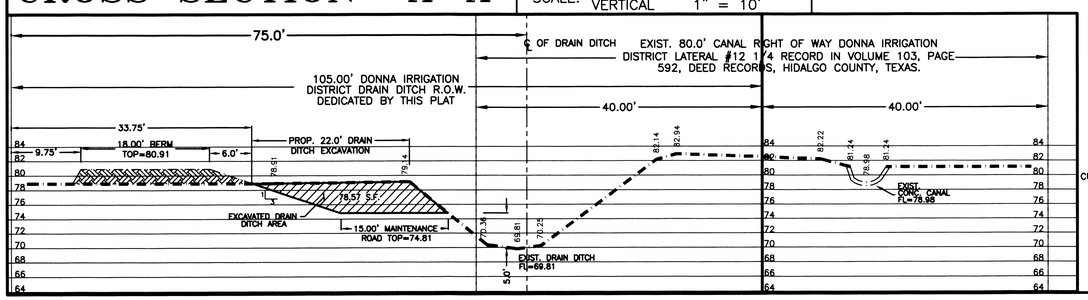
TOTAL DETENTION REQUIRED – 109,365.61 C.F.
TOTAL DETENTION PROVIDED – 117,212.40 C.F.
(1320 L.F. X 78.57 S.F.) + 7,500 C.F. + 6,000 C.F.

FLOW AFTER LOT GRADING
FLOW DIRECTION OF WATER

COST ESTIMATE
WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

CROSS SECTION "A-A"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



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

SAN MARTIN SUBDIVISION No. 1

A 42.91 ACRE TRACT OF LAND BEING THE WEST HALF OF BLOCK 43 AND THE EAST 22.91 ACRES OF BLOCK 44, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARTIN SUBDIVISION No.1

A 42.91 acre tract of land being the west half of Block 43 and the east 22.91 acres of Block 44, Hill-Halbert subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 1, page 35, map records, Hidalgo County, Texas, and according to warranty deed recorded under county clerk's document number 1974434, official records, Hidalgo County, Texas. This subdivision is located on the south side of Canton Road, approximately 222 feet east of Val Verde Road (F.M. 1423). The proposed subdivision will consist of 67 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

The majority of the 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= 11.23 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 34.28 cubic feet per second for an increase of Q= 23.05 cubic feet per second. Detention will be 109,365.61cubic feet (2.51 acre feet) and will be accomplished by excavating the existing Donna Irrigation District Drain Ditch on the south side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", 30" and 36" pipes and Type "A" inlets that will discharge into the existing Drain Ditch. 105.00 feet of right of way for the Drain Ditch is being dedicated to the Donna Irrigation District by the plat.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

P.E.
ALFONSO QUINTANILLA
P.E. 95534

4-7-16
DATE

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO2\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-14-2014	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **SAN MARTIN NO. 2** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **TIERRA BUENA DEV., INC.**

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

NUMBER OF LOTS: **38** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF CANTON ROAD APPROXIMATELY 300 FEET EAST OF VALVERDE ROAD.**

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 **3-22-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" C "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE PIPE SYSTEM AND DETENTION WILL BE PROVIDED BY WIDENING THE DRAIN DITCH ON THE NORTH SIDE OF THE PROPOSED SUBDIVISION DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **20.00 FEET ONTO CANTON ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **4-07-2016** By, **ROY GONZALEZ, PCT. 1** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **4-07-2016** 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: **12"** LOCATION: **VALVERDE ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-08-2016** : 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: _____, __

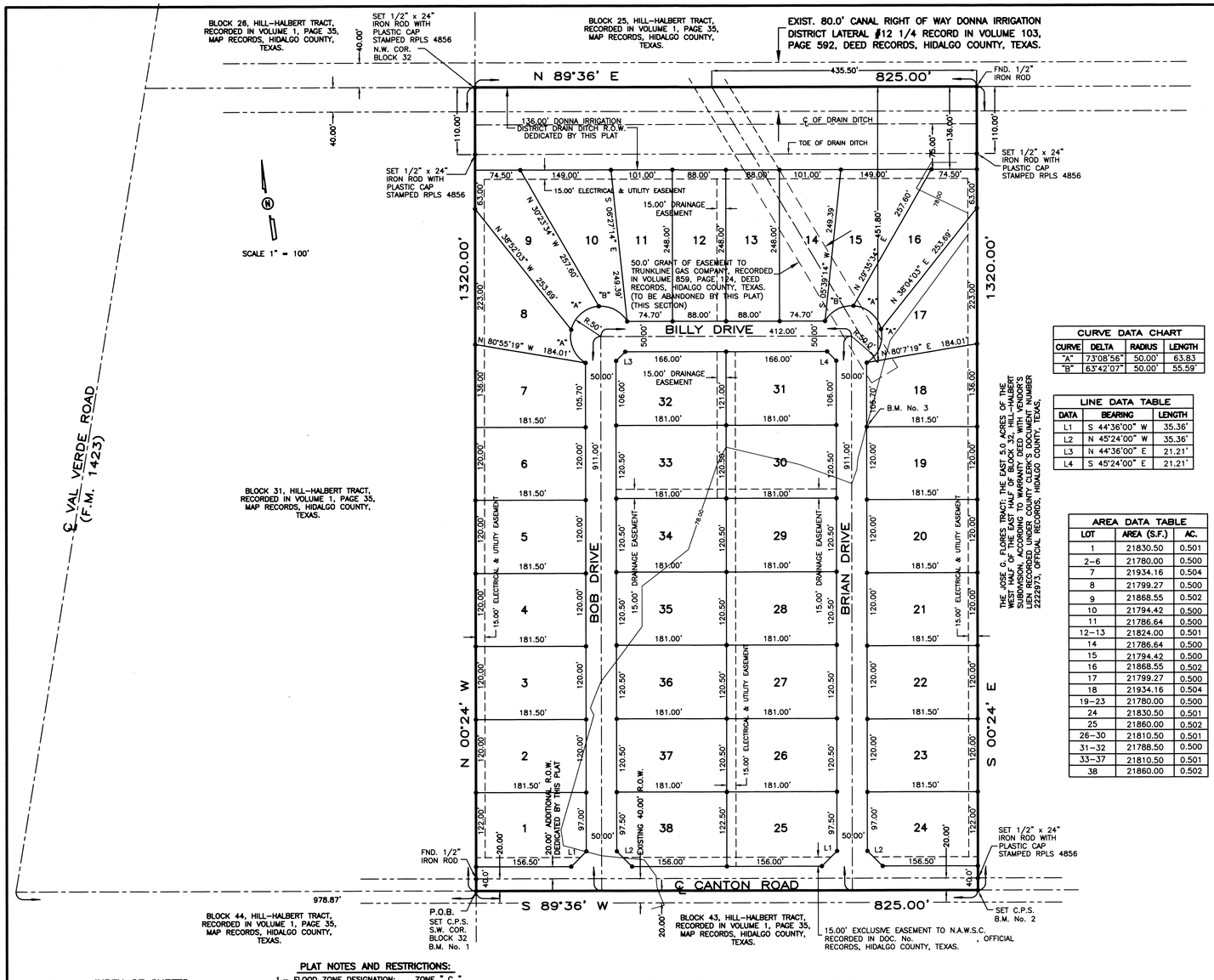
STAFF RECOMMENDS:

☒ **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.*



CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	73°08'56"	50.00'	63.83
"B"	63°42'07"	50.00'	55.59'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 44°36'00" W	35.36'
L2	N 45°24'00" W	35.36'
L3	N 44°36'00" E	21.21'
L4	S 45°24'00" E	21.21'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21830.50	0.501
2–6	21780.00	0.500
7	21934.16	0.504
8	21799.27	0.500
9	21868.55	0.502
10	21794.42	0.500
11	21786.64	0.500
12–13	21824.00	0.501
14	21786.64	0.500
15	21794.42	0.500
16	21868.55	0.502
17	21799.27	0.500
18	21934.16	0.504
19–23	21780.00	0.500
24	21830.50	0.501
25	21860.00	0.502
26–30	21810.50	0.501
31–32	21788.50	0.500
33–37	21810.50	0.501
38	21860.00	0.502

INDEX OF SHEETS

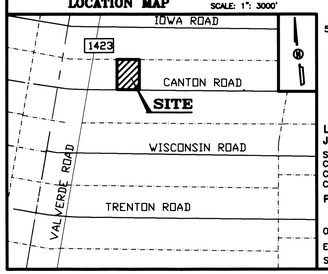
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCDD NO. 1 CERTIFICATION, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT CERTIFICATION, DONNA IRRIGATION DISTRICT CERTIFICATION AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER DISTRIBUTION SYSTEM, OSSF OR WASTE WATER COLLECTION SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING) COMMUNITY–PANEL NUMBER 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00'
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

5.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 54,510.72 CUBIC –FEET 1.25 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.

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

7.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. No.1: ELEV. =79.82 COTTON PICKER SPLINDE SET AT THE SOUTHWEST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.

B.M. No.2: ELEV. =79.33 COTTON PICKER SPLINDE SET AT THE SOUTHEAST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM.

B.M. NO. 3 ELEVATION= 78.00 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 18. N.A.V.D. 88 DATUM

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

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

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

11.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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 APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

12.– LOTS 1, 24, 25, AND 38 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CANTON ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOTS ARE UTILIZED FOR COMMERCIAL USE. THEN THE LOT OWNER WILL REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 12 AND IS SUBJECT TO APPROVAL FROM HIDALGO COUNTY PLANNING DEPARTMENT.

13.– BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT , THE OWNER & SUBDIVIDER OF SAN MARTIN SUBDIVISION No. 2
RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

14.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
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.

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

SAN MARTIN SUBDIVISION No. 2 IS LOCATED IN MIDDLE HIDALGO COUNTY 978.87 FEET EAST OF INTERSECTION OF VAL VERDE ROAD AND NORTH SIDE OF CANTON ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN MARTIN SUBDIVISION No. 2 LIES APPROXIMATELY 2.5 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA DEVELOPMENT INC. TILLMIN WELCH, PRESIDENT	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVISION PLAT OF:

SAN MARTIN SUBDIVISION No. 2

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974435, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL–HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974435, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF BLOCK 32 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°24' W, ALONG THE WEST LINE OF BLOCK 32, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,210.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF BLOCK 32 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCK 32, A DISTANCE OF 825.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE JOSE G. FLORES TRACT (THE EAST 5.0 ACRES OF THE WEST HALF OF THE EAST HALF OF BLOCK 32, HILL–HALBERT SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2222973, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°24' E, ALONG THE WEST LINE OF THE JOSE G. FLORES TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 110.00 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 32 AND IN THE CENTERLINE OF CANTON ROAD FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCK 32 AND THE CENTERLINE OF CANTON ROAD, A DISTANCE OF 825.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH VAL VERDE ESTATES, RECORDED IN VOLUME 31, PAGE 193–A, 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

FEB. 3, 2016
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations isssued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument

this____ day of _____ 20____.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC., AS OWNER OF THE 25.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN MARTIN SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first, duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ — Notary Public, State of Texas — My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the SAN MARTIN SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on _____ , _____.

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

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 SAN MARTIN SUBDIVISION No. 2 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

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____DAY OF _____, 20____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN MARTIN SUBDIVISION No. 2 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ 20____.

ATTEST: SECRETARY — BY: CHAIRMAN PLANNING COMMISSION

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 4-8-16
P.E. No. 95534 — DATE

THE COUNTY OF HIDALGO TEXAS

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

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

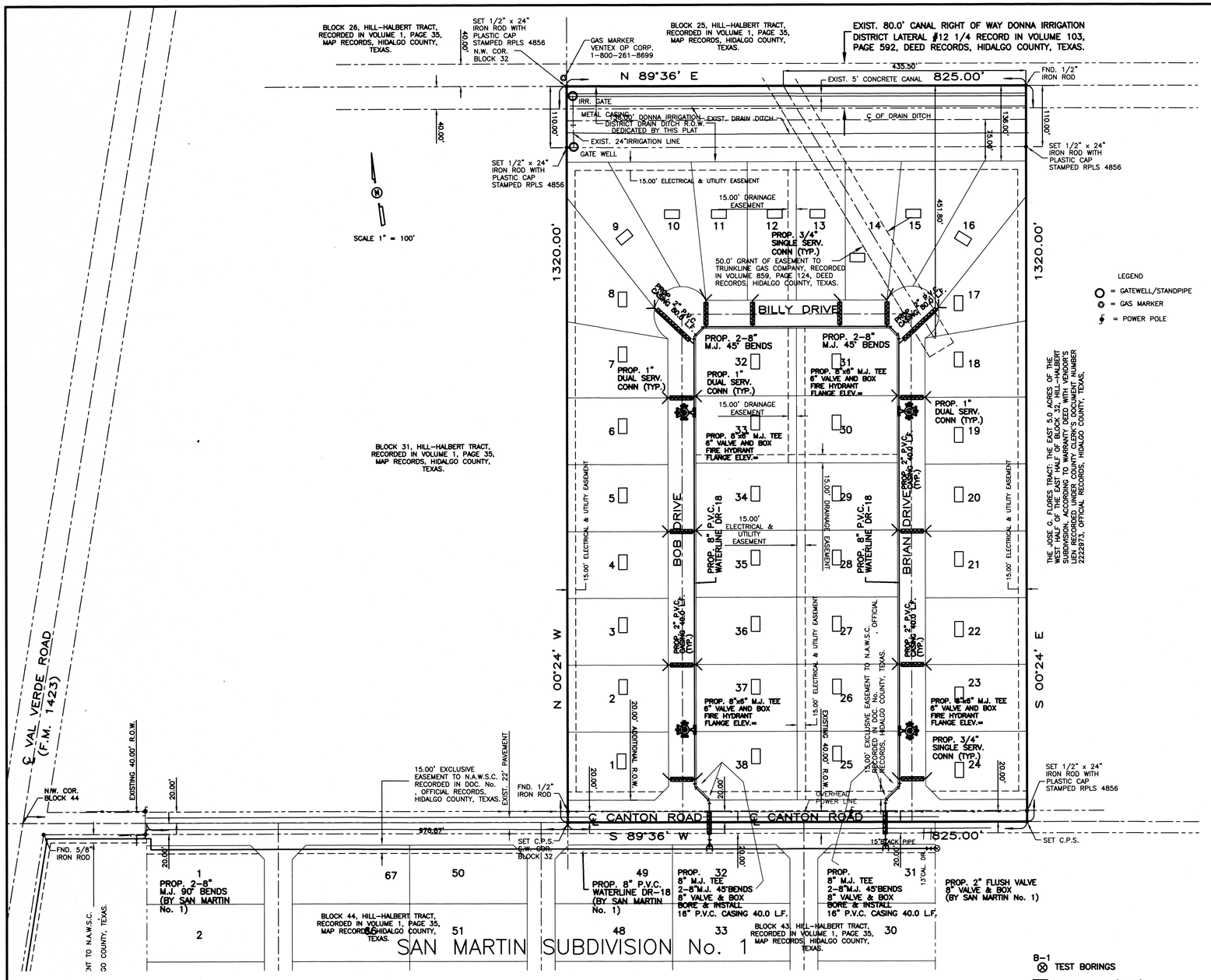
BY:_____ DEPUTY

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 PREPARATION: FEBRUARY 3, 2016

SHEET NO. 1 OF 3 SHEETS

F:\DATA\SUBD\DONNA\SAN MARTIN SUBD No2\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2–3–2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
3–17–2016	ALBB CANADOS		



SAN MARTIN SUBDIVISION No. 2

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN MARTIN SUBDIVISION No. 2:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN MARTIN SUBDIVISION No. 2 WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER WATERLINE ENDING AT THE NORTHWEST CORNER OF WISCONSIN ROAD AND VAL VERDE ROAD. A PROPOSED 8" WATERLINE WILL TAP INTO THE EXISTING 12" WATERLINE RUN EAST AND NORTH ON THE EAST SIDE OF VAL VERDE ROAD AND EAST ALONG THE SOUTH SIDE OF CANTON ROAD IN AN EXCLUSIVE EASEMENT, ENDING AT THE NORTHEAST CORNER OF LOT 31 OF SAN MARTIN No. 1.

THE WATER SYSTEM FOR SAN MARTIN SUBDIVISION No. 2 CONSISTS OF A PROPOSED 8" DIAMETER WATERLINE THAT TAPS INTO THE PROPOSED 8" DIAMETER WATERLINE ON THE SOUTH SIDE OF CANTON ROAD. NEAR THE SOUTHWEST CORNER OF LOT 38, A PROPOSED 8" WATERLINE RUNS NORTH ALONG THE EAST SIDE OF BOB DRIVE, TURNS EAST ALONG THE SOUTH SIDE OF BILLY AND TURNS SOUTH ALONG THE WEST SIDE OF BRIAN DRIVE CONNECTING TO THE PROPOSED 8" WATERLINE ON CANTON ROAD.

FROM THE 8" DIAMETER WATERLINE, THERE ARE SIXTEEN (16) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT. THERE ARE SIX (6) 3/4" SINGLE SERVICE LINES THAT RUN TO THE METER BOXES OF THE LOTS.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ OR $ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ OR $ PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER WILL BE INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE SAN MARTIN SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

EACH LOT IN THE EXISTING SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM, SANDY CLAY LOAM AND CLAY LOAM SOIL FOR THE AREA. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD TWO (2) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS & (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL IS A UNIFORM SANDY LOAM (CLASS II) EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY EXISTING EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE EXISTING EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $, 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 $, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDERSHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE CONSTRUCTED, WITH THE INSTALLATION OF WATER METER BOXES, HAVE COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

4-8-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN MARTIN SUBDIVISION No. 2:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION SAN MARTIN SUBDIVISION No. 2 HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION.

N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 12" DE DIAMETRO EXISTENTE QUE SE TERMINA EN LA NORTEOESTE ESQUINA DE LA CALLE WISCONSIN ROAD Y VAL VERDE ROAD. UNA PROPUESTA LINEA DE AGUA DE 8" DE DIAMETRO SE CONECTAR CON LA LINEA DE AGUA DE 12" DE DIAMETRO Y CORRER ESTE Y NORTE EN EL LADO ESTE DE LA CALLE VAL VERDE ROAD Y ESTE EN EL LADO SUR DE LA CALLE CANTON ROAD EN UN EXLUSIVA SERVIDUMBRE PARA N.A.W.S.C..

EL SISTEMA DE AGUA PARA SAN MARTIN SUBDIVISION No. 2 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONECTAR UNA LINEA DE AGUA PROPUESTA DE 8" DIAMETRO EN EL LADO SUR DE LA CALLE CANTON ROAD. DE LA ESQUINA SUROESTE DE LOTE 38, LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO ESTE DE LA CALLE BOB DRIVE, Y DA VUELTA ESTE EN EL LADO SUR DE LA CALLE BILLY DRIVE Y DA VUELTA SUR EN EL LADO OESTE DE LA BRIAN DRIVE Y SE CONNECTA CON UNA LINEA DE AGUA DE 8" DIAMETRO EN LA CALLE CANTON ROAD.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN DIECISEIS (16) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4"DE PULGADA DE DIÁMETRO PARA CADA LOTE. ADICIONALMENTE HAY SEIS (6) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4" DE PULGADAS DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ O US$ POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIÉN LE HA PAGADO A LA COMPAÑIA N.A.W.S.C. US$, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, US$, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

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

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ LO CUAL EQUIVALE A US$ POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ A UN COSTO TOTAL DE $ TODA LA SUBDIVISIÓN.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

4-8-16
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

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:

BUENA TIERRA DEVELOPMENT INC.
1.– I (WE), TILLMIN WELCH, PRESIDENT , SUBDIVIDERS OF **SAN MARTIN SUBDIVISION No. 2** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

DATE

BUENA TIERRA DEVELOPMENT INC.
TILLMIN WELCH, PRESIDENT
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT INC. proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this day of , 20 .

NEYDA S. RAMIREZ Notary Public, State of Texas My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

COST ESTIMATE
WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

[W] WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

REVISION NOTES

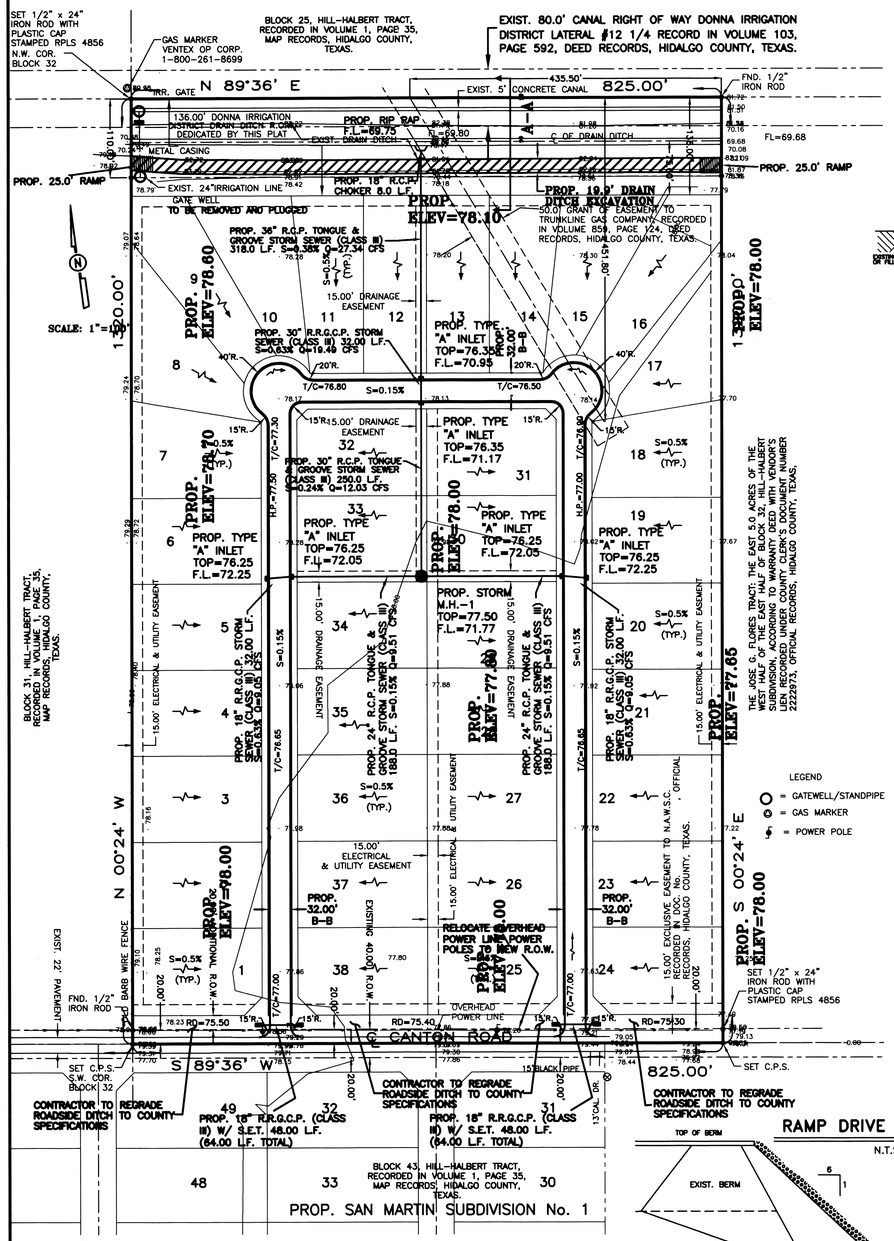
No.	Sheet	REVISION	Date	Approved

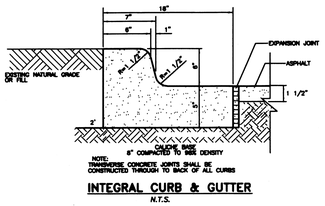
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\HC\SAN MARTIN SUBDIVISION No. 2\WATER.BPLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 1, 2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

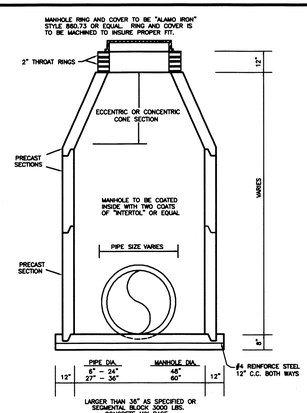
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





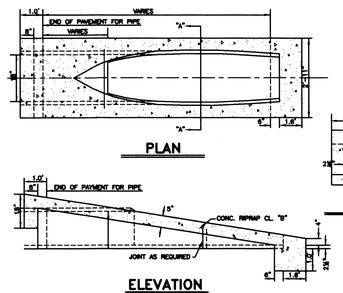
INTEGRAL CURB & GUTTER

N.T.S.



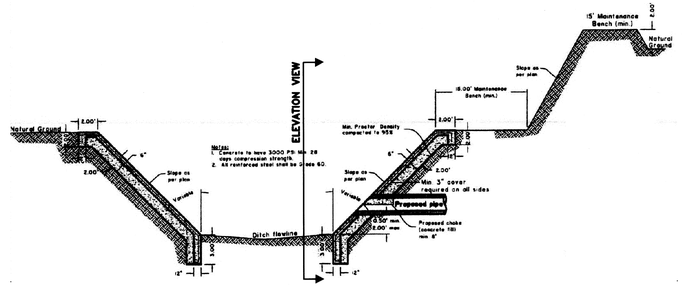
PRECAST CONCRETE MANHOLE DETAIL

NO SCALE



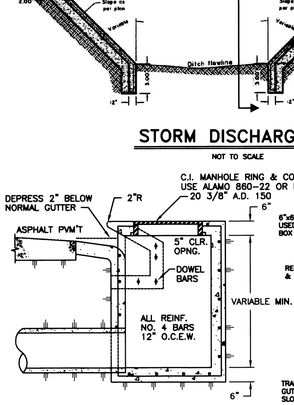
SAFETY END TREATMENT

NOT TO SCALE



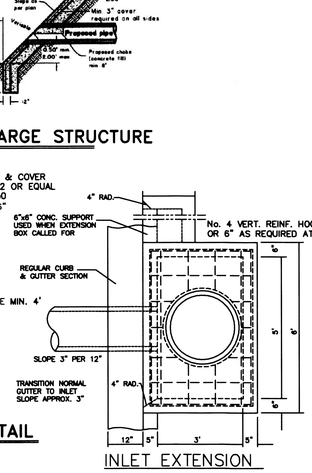
STORM DISCHARGE STRUCTURE

NOT TO SCALE

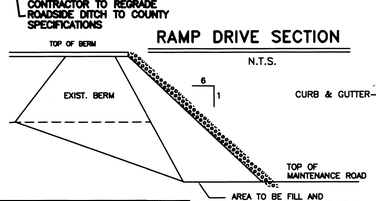


TYPE "A" INLET DETAIL

NOT TO SCALE

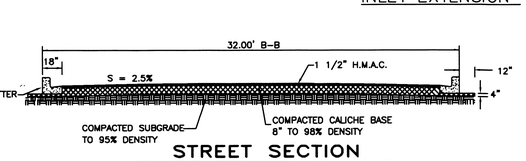


INLET EXTENSION



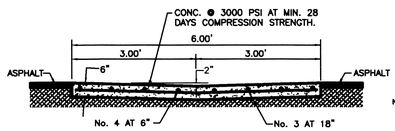
RAMP DRIVE SECTION

N.T.S.



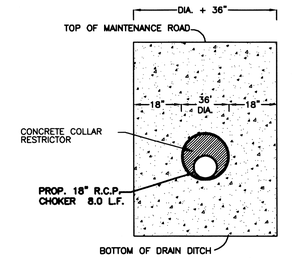
STREET SECTION

NOT TO SCALE



CONC. VALLEY GUTTER

NOT TO SCALE



ELEVATION VIEW

SAN MARTIN SUBDIVISION No. 2

A 25.00 ACRE TRACT OF LAND BEING THE WEST 25.00 ACRES OF BLOCK 32, HILL-HALBERT SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1974434, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN MARTIN SUBDIVISION No. 2

A 25.00 acre tract of land being the west 25.00 acres of Block 32, Hill-Halbert subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 1, page 35, map records, Hidalgo County, Texas, and according to warranty deed recorded under county clerk's document number 1974434, official records, Hidalgo County, Texas. This subdivision is located on the north side of Canton road, approximately 978.87 feet east of Val Verde Road (F.M. 1423). The proposed subdivision will consist of 38 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

The majority of the 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= 9.01 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 34.61 cubic feet per second for an increase of Q= 25.60 cubic feet per second. Detention will be 54.510.72 cubic feet (1.25 acre feet) and will be accomplished by excavating the existing Donna Irrigation District Drain Ditch on the north side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18", 24", 30" and 36" pipes and Type "A" inlets that will discharge into the existing Drain Ditch. 136.00 feet of right of way for the Drain Ditch is being dedicated to the Donna Irrigation District by the plat.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534

4-8-10
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 = 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

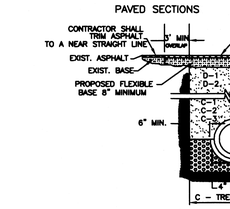
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

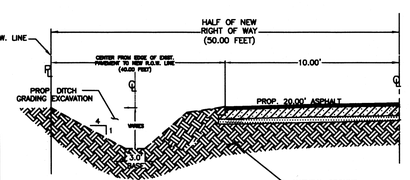
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 90% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



STORM TRENCH BEDDING AND BACKFILL DETAILS
N.T.S.

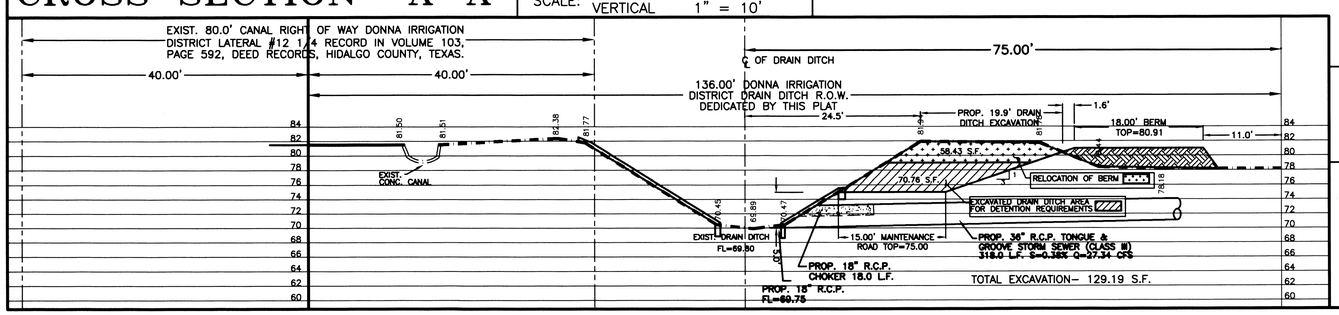


RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE

CROSS SECTION "A-A"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'



NOTE:
DIRT EXCAVATED FROM DRAIN DITCH SHALL BE SPREAD AT LOCATION DETERMINED BY ENGINEER

LEGEND

TOTAL DETENTION REQUIRED – 54,510.72 C.F.
TOTAL DETENTION PROVIDED – 54,839.00 C.F.
(775 L.F. X 70.76 S.F.)

LOT GRADING
FLOW DIRECTION OF WATER

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

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. 3 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\H.C.\SAN MARTIN2\B-PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
3-2-2016	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **LANTANA ACRES NO. 8** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **THE THREE GRANDES,LTD**

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

NUMBER OF LOTS: **96** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **NORTH OF MILE 22 ½ NORTH ROAD, APPROXIMATELY 300 FEET WEST OF ENGLEMAN GARDENS ROAD.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-08-2016** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE PROVIDED BY STORM DRAINAGE SYSTEM AND DETENTION BY WIDENING THE WEST AND NORTH DRAIN DITCH.**

ROAD R.O.W. DEDICATION: **20.00 FEET. ONTO MILE 22 ½ NORTH ROAD.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **2-19-2016** By, **JOSE OCHOA, PCT. 4** R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **1-08-2014** By, **ELIZARDO "CHARDO" RAMOS** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE ANGEL GONZALEZ**
☐ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON:

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH OF MILE 22 ½ NORTH ROAD.**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **4-05-2016** : 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 comments and future recommendations by planning and other Departments.*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipiene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of

_____ 20___.

RICHARD RUPPERT, GENERAL PARTNER
THE THREE GRANDES, LTD.
P.O. BOX 959
EDINBURG TX, 78540

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NUMBER 480334 0350 C
MAP REVISED: NOVEMBER 16, 1982 (LOMR DATE MAY 17, 2001)

2.- LEGEND ● - DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.- SETBACKS: MINIMUM REQUIREMENTS-OWNER MAY DESIGNATE STRICTER REQUIREMENTS.
FRONT.....25.00 FEET
REAR .....15.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDE .....6.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:.....10.00'
CORNER GARAGE SIDE.....18.00'
CORNER GARAGE FRONT.....18.00'
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00'.....20.00'

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR 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.

6.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=61.83 1/2" IRON ROD FOUND 40.0 FEET NORTH FROM THE SOUTHEAST CORNER OF PROP. SUBD. NAVD 88 DATUM.
B.M. No.2: ELEV.= 62.50 1/2" IRON ROD SET IN CONCRETE SET ON THE SOUTH WEST CORNER OF LOT 63. NAVD 88 DATUM.
B.M. No.3: ELEV.= DISK SET IN CONCRETE SET ON THE SOUTH WEST CORNER OF LOT 63. NAVD 88 DATUM.

7.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 120,078.84 CUBIC -FEET 2.76 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. 4.

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
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE 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.

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

10.- RICHARD RUPPERT, GENERAL PARTNER THE THREE GRANDES, LTD. THE OWNER & SUBDIVIDER OF LANTANA ACRES No. 8 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

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 OPERATION AND MAINTENANCE OF THE EASEMENT.

12.- 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.

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

14.- FIRE HYDRANTS ARE FOR FILLING PURPOSES. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

15.- NO ACCESS SHALL BE PERMITTED ONTO LOTS 1, 39, 40, 69, 70, AND 96 FROM MILE 22 1/2 ROAD.

16.- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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 APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

INDEX TO SHEETS

SHEET 1.- HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY HEALTH DEPT. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, DELTA LAKE IRRIGATION DISTRICT CERTIFICATION; REVISION NOTES.

SHEET 2.- HEADING INDEX: LOCATION MAP: LOT, STREETS, AND EASEMENT LAYOUT: ENGINEER'S & SURVEYOR'S CERTIFICATION: HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 3.- WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

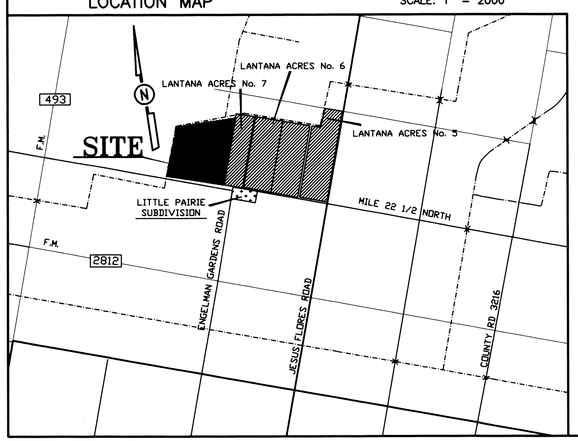
SHEET 4.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, ENGINEERING CERTIFICATION: REVISION NOTES.

REVISION NOTES

No.	Sheet	Revision	Date	Approved
1	1 OF 6	HIDALGO COUNTY COMMENTS (12-19-13)	1-2-13	D.H.

LOCATION MAP

SCALE: 1" = 2000



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

LANTANA ACRES No. 8 , IS LOCATED IN THE EAST HIDALGO COUNTY ON THE NORTH SIDE OF MILE 22 1/2 NORTH ROAD AT THE INTERSECTION OF MILE 22 1/2 NORTH ROAD AND 270 FEET WEST OF ENGELMAN GARDENS ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LANTANA ACRES No. 8 , LIES APPROXIMATELY 5.67 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND IT IS NOT WITHIN THE CITY'S FIVE-MILE EXTRA TERRITTOIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PRECINCT No. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	RICHARD RUPPERT PARTNER OF SANTA CRUZ PROPERTIES, LTD.	P.O. BOX 959	EDINBURG TX., 78540	(956)383-0868	(956)383-2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

SUBDIVISION PLAT OF:

LANTANA ACRES No. 8

A 68.02 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, BLOCK 56, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 68.02 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, BLOCK 56, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, 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 SOUTH LINE OF LOT 14 AND IN THE CENTERLINE OF MILE 22 1/2 NORTH ROAD FOR THE SOUTHWEST CORNER OF LANTANA ACRES No.7 (RECORDED IN INSTRUMENT NUMBER 2776825, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 80°40'0 W, 270.00 FEET FROM THE SOUTHEAST CORNER OF LOT 14.

THENCE; N 80°40' W, ALONG THE SOUTH LINE OF LOT 14 AND THE CENTERLINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 1,682.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF LOT 14 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°20' E, ALONG THE WEST LINE OF LOT 14, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A TOTAL DISTANCE OF 1,462.22 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 79°41'47" E, A DISTANCE OF 1,370.00 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 74°54'44" E, A DISTANCE OF 241.45 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 80°40' E, A DISTANCE OF 171.84 FEET TO A POINT FOR THE NORTHWEST CORNER OF LANTANA ACRES No.7 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°20' W, ALONG THE WEST LINE OF LANTANA ACRES No.7, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 2,001.22 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A TOTAL DISTANCE OF 2,021.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 68.02 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LANTANA ACRES No.6, RECORDED IN VOLUME 54, PAGE 73, 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 · LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

10-15-13
DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE 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 AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____

RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF LANTANA ACRES No. 8 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, ____.

_____ _____

ENVIRONMENTAL HEALTH DIVISION MANAGER 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
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD RUPPERT, AS OWNER OF OF THE 68.02 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LANTANA ACRES No. 8 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 CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD RUPPERT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2018

LILIA A. QUINTANILLA- NOTARY PUBLIC

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

WE THE UNDERSIGNED CERTIFY that this plat of the LANTANA ACRES No. 8, was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

_____ _____
Hidalgo County Judge — Date

ATTEST: _____ _____
Hidalgo County Clerk — Date

DRAINAGE STATEMENT

We, the undersigned owner(s) of land shown on this plat for the consideration of Delta Lake Irrigation District (Willacy and Hidalgo County) approving this plat, assume all responsibility for the drainage of the land covered hereby and we, our heirs and assigns, assume any cost in connection with any drainage needed now or at any time in the future.

_____
RICHARD RUPPERT, GENERAL PARTNER
THE THREE GRANDES, LTD.

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

This plat, LANTANA ACRES No. 8 , has been submitted to and considered by the Delta Lake Irrigation District of Willacy and Hidalgo County, Texas and is hereby approved by such district. "All rights, rules and regulations of Delta Lake Irrigation District existing prior to the submission of this plat are not abridged by the subsequent approval of this plat by the said District, notwithstanding any provision or notation otherwise in this plat." (This requirement will be inapplicable if any rights, rules or regulations of the District are intended by the District to be abridged.) Delta Lake Irrigation District will not allow any structures 15' from the centerline of a pipeline or 25' from the inside toe of any main or lateral canal or drainage ditch, and that no fencing will be installed or remain on any Districts easements or right of way unless approved by the District management. All approved fencing will be required to have gates providing a minimum opening of 16 feet. Subject to notice that irrigation water is available only at existing irrigation outlets. Any modification, change, or additional outlets must be approved by the district, and be at expense of the owner.

Any failure to record this plat in the office of the County Clerks Office of Willacy or Hidalgo County within one year after this date, shall cause this approval to become VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____, DAY OF _____, 20____.

APPROVED BY: _____
PRESIDENT: Dale Murden

ATTEST BY: _____
SECRETARY: Neal Galloway

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. P.E. No. 95534

4-8-16
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET	FILENAME : F:\DATA\SUBD.\HGO.CO.\LANTANA ACRES No. 8\LANTANA8-PLAT			
1 OF 4	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-13	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SUBDIVISION PLAT OF:

LANTANA ACRES No. 8

A 68.02 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, BLOCK 56, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1"=100'

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

3-30-16
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 · 85334 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 85334

P.E. 4-14-16
DATE

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	21828.77	0.501
2–5	21781.79	0.500
6	21819.60	0.501
7	21788.38	0.501
8–12	21781.79	0.500
13	21897.87	0.503
14	21836.39	0.501
15–20	21809.61	0.501
21	21835.98	0.501
22	31617.40	0.725
23	24516.12	0.563
24	22971.87	0.527
25–27	21850.27	0.502
28	23088.52	0.530
29	25736.95	0.591
30–38	21850.27	0.502
39	21882.51	0.502
40	21790.50	0.500
41–51	21781.00	0.500
52	21850.00	0.502
53	26949.85	0.619
54	25020.30	0.574
55	22801.00	0.523
56	25470.29	0.584
57	29631.91	0.680
58–62	21781.00	0.500
63	21786.54	0.500
64–68	21781.00	0.500
69–70	21790.50	0.500
71–75	21781.00	0.500
76	21786.54	0.500
77–81	21781.00	0.500
82	21789.82	0.500
83	21785.96	0.500
84	22137.98	0.508
85–89	21781.00	0.500
90	21786.54	0.500
91–95	21781.00	0.500
96	21790.50	0.500

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
"A"	80°36'51"	50.00'	70.35'	64.69'
"B"	80°36'51"	50.00'	70.35'	64.69'
"C"	65°47'32"	50.00'	57.41'	54.31'
"D"	55°56'34"	50.00'	48.82'	46.90'
"E"	63°28'39"	50.00'	55.39'	52.60'
"F"	44°42'19"	50.00'	39.01'	38.03'
"G"	22°41'57"	50.00'	19.81'	19.68'
"H"	97°18'03"	50.00'	84.91'	75.07'
"I"	120°00'00"	50.00'	104.72'	86.60'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 35°40'00" E	35.36'
L2	S 54°20'00" W	35.36'
L3	S 45°37'22" E	28.71'
L4	N 44°22'28" E	40.94'

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
1	1 OF 8	HIDALGO COUNTY COMMENTS (12–19–13)	1–2–13	G.H.

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.
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REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
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PHONE 956–381–6480
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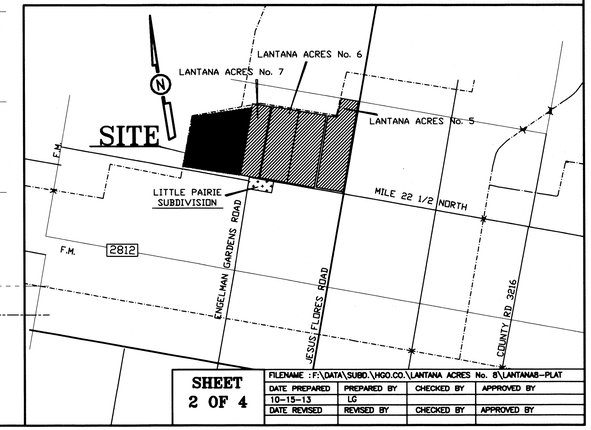
OFFICE@QHAENGINEERING.COM



SHEET 2 OF 4

FILENAME = F:\DATA\SUBD.\HGO.CO.\LANTANA ACRES No. 8\LANTANA8–PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
10–15–13	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LANTANA ACRES No. 8

A 68.02 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, BLOCK 56, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

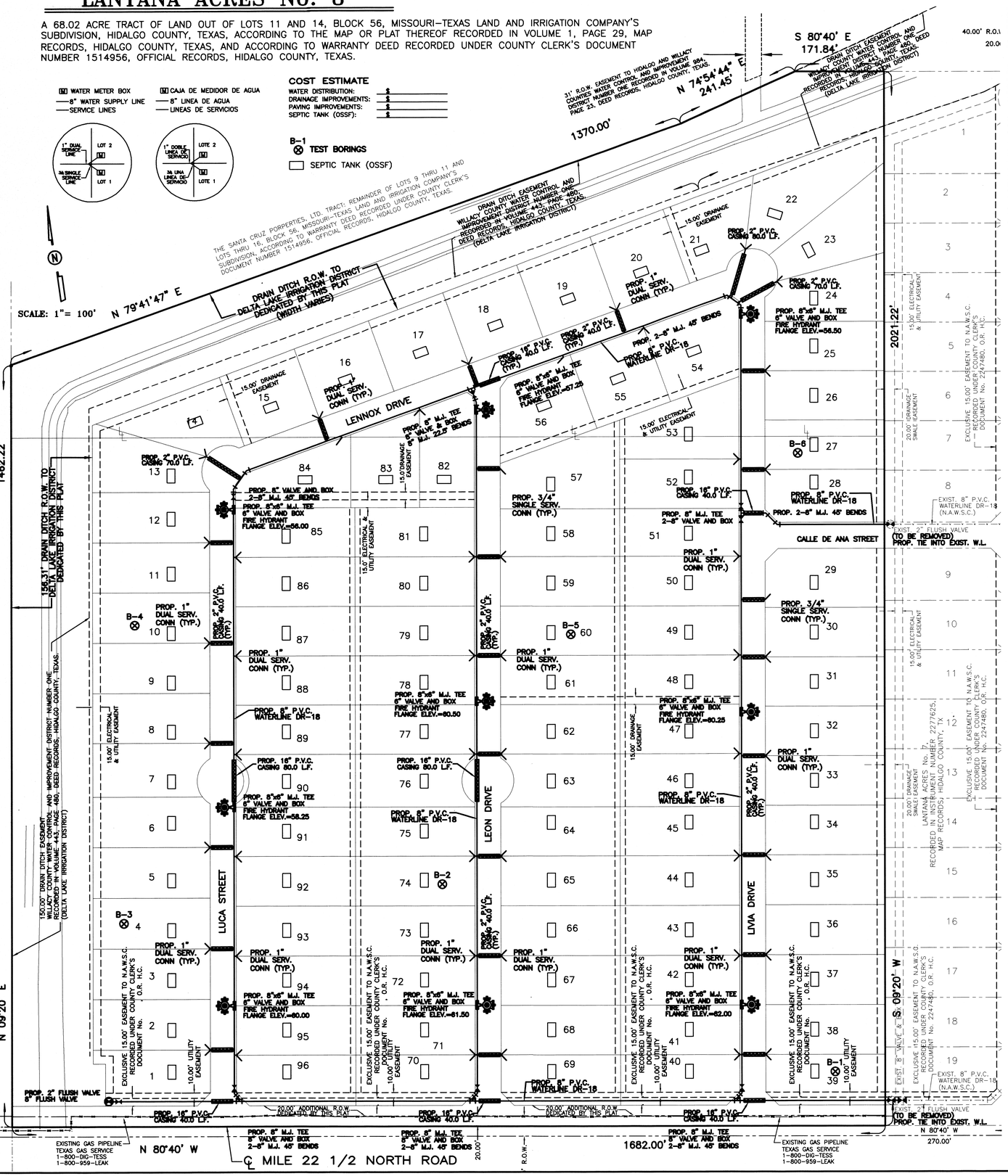
W WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

W CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

COST ESTIMATE

WATER DISTRIBUTION: $
DRAINAGE IMPROVEMENTS: $
PAVING IMPROVEMENTS: $
SEPTIC TANK (OSSF): $

B-1 ⊗ TEST BORINGS
SEPTIC TANK (OSSF)



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 RUPPERT, GENERAL PARTNER

1.- I (WE), THE THREE GRANDES, LTD. SUBDIVIDERS OF **LANTANA ACRES No. 8** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

RICHARD RUPPERT, GENERAL PARTNER
THE THREE GRANDES, LTD.
P.O. BOX 959
EDINBURG TX, 78540

DATE

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD RUPPERT, GENERAL PARTNER OF THE THREE GRANDES, 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 _____ day of _____, 20___.

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
1	1 OF 6	HIDALGO COUNTY COMMENTS (12-19-13)	1-2-13	O.H.

FINAL ENGINEERING REPORT FOR LANTANA ACRES No. 8:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

LANTANA ACRES No. 8 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE NORTH SIDE OF MILE 22 1/2 NORTH ROAD AND AN EXISTING 8" DIAMTER WATERLINE RUNNING ALONG THE NORTH SIDE OF CALLE DE ANA STREET.

THE WATER SYSTEM FOR LANTANA ACRES No. 8 CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON MILE 22 1/2 NORTH ROAD AND RUNS WEST ON THE NORTH SIDE OF MILE 22 1/2 NORTH ROAD, ENDING WITH A 2" FLUSH VALVE ON THE WEST SIDE OF THE SUBDIVISION.
FROM THIS 8" DIAMETER WATERLINE, ANOTHER 8" DIAMETER WATERLINE CONNECTS TO IT NEAR THE SOUTHEAST CORNER OF LOT 40 AND RUNS NORTH ALONG THE WEST SIDE OF LIVIA DRIVE, ON THE NORTHEAST CORNER OF LOT 54, THE 8" DIAMETER WATERLINE TURNS WEST AND RUNS ALONG THE SOUTH SIDE OF LENNOX DRIVE ON THE NORTH WEST CORNER OF LOT 84, THE 8" DIAMETER WATERLINE TURNS SOUTH AND RUNS ALONG THE EAST SIDE OF STREET 01. IT LOOPS BACK WITH THE 8" DIAMTER WATERLINE ON MILE 22 1/2 ROAD.

ON THE SOUTH EAST CORNER OF LOT 70, ANOTHER 8" DIAMTER WATERLINE CONNECTS WITH THE 8" DIAMTER WATERLINE ON MILE 22 1/2 NORTH ROAD AND RUNS NORTH ALONG THE WEST SIDE OF LEON DRIVE. IT LOOPS BACK WITH THE 8" DIAMTER WATERLINE ON LENNOX DRIVE.

FROM THE 8" WATERLINE, FORTY SIX (46) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FOUR (4) 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 $ OR $ 1 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ OR $ PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE (9) FIRE HYDRANTS AT A UNIT COST OF $ FOR A TOTAL COST OF $. THESE 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 LANTANA ACRES No. 8, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 4, 10, 27, 39 60 AND 74, (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS 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 COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ OR $ PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

ALFONSO QUINTANILLA P.E. 95534

4-14-16
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION LANTANA ACRES No. 8:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LANTANA ACRES No. 8 SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO NORTE DE LA CALLE MILE 22 1/2 NORTH ROAD Y UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO NORTE DE LA CALLE DE ANA STREET.

EL SISTEMA DE AGUA PARA LANTANA ACRES No. 8 CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE POR EL LADO NORTE DE LA CALLE MILE 22 1/2 NORTH ROAD, TERMINANDO CON UNA VALUVLA DE 2" EN EL LADO OESTE DE LA SUBDIVISION.

DE ESTA LINEA DE AGUA DE 8" DE DIAMETRO, OTRA LINA DE AGUA DE 8" DE DIAMETRO CONNECTA EN LA ESQUINA SUDESTE DE LOTE 40 Y CORRE NORTE POR EL LADO OESTE DE LA CALLE LIVIA DRIVE. EN LA ESQUINA NORESTE DE LOTE 54, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO NORTE DE LA CALLE LENNOX DRIVE. EN LA ESQUINA NOROESTE DE LOTE 84, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA SUR Y CORRE POR EL LADO ESTE DE LA CALLE LUCA STREET. LA LINEA CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN MILE 22 1/2 NORTH ROAD.

EN LA ESQUINA SUDESTE DE LOTE 70, OTRA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN MILE 22 NORTH ROAD Y CORRE NORTE POR EL LADO SUR DE LA CALLE 02. LA LINEA CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO EN LENNOX DRIVE.

UNA LINEA DE AGUA DE 8" DE DIAMTERO CONECTA CON LA LINEA EXISTENTE DE 8" DE DIAMTER EN LA CALLE DE ANA STREET. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE OESTE. EN LA ESQUINA NORESTE DE LOTE 51, CONNECTA CON LA LINEA DE AGUA DE 8" EN LIVIA DRIVE.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN CUARENTA UNO (41) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVORSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CUATRO (4) 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$ O US$ POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ O US$ POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGON GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO NUEVE (9) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 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 Costos.

EL DRENAJE DE LANTANA ACRES No. 8, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACIÓN DE LA SUBDIVISIÓN ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SEIS (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 4, 10, 27, 39 60 Y 74. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$. INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL

CERTIFICACION:

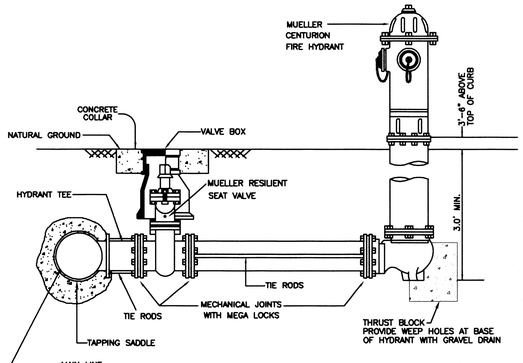
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR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

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ O $ POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ PARA TODA LA SUBDIVISION.

ALFONSO QUINTANILLA P.E. 95534

4-14-16
DATE



NAWSC FIRE HYDRANT
(NOT TO SCALE)

THE COUNTY OF HIDALGO TEXAS

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

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

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

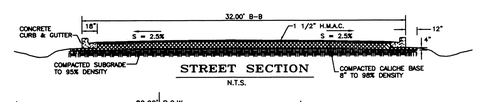
SHEET NO. 3 OF 4 SHEETS	FILENAME : F:\DATA\SURD\HIDALGO CO\LANTANA ACRES No. 8\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	10-15-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LANTANA ACRES No. 8

A 68.02 ACRE TRACT OF LAND OUT OF LOTS 11 AND 14, BLOCK 56, MISSOURI–TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INTEGRAL CURB & GUTTER

NOT TO SCALE



STREET SECTION

N.T.S.

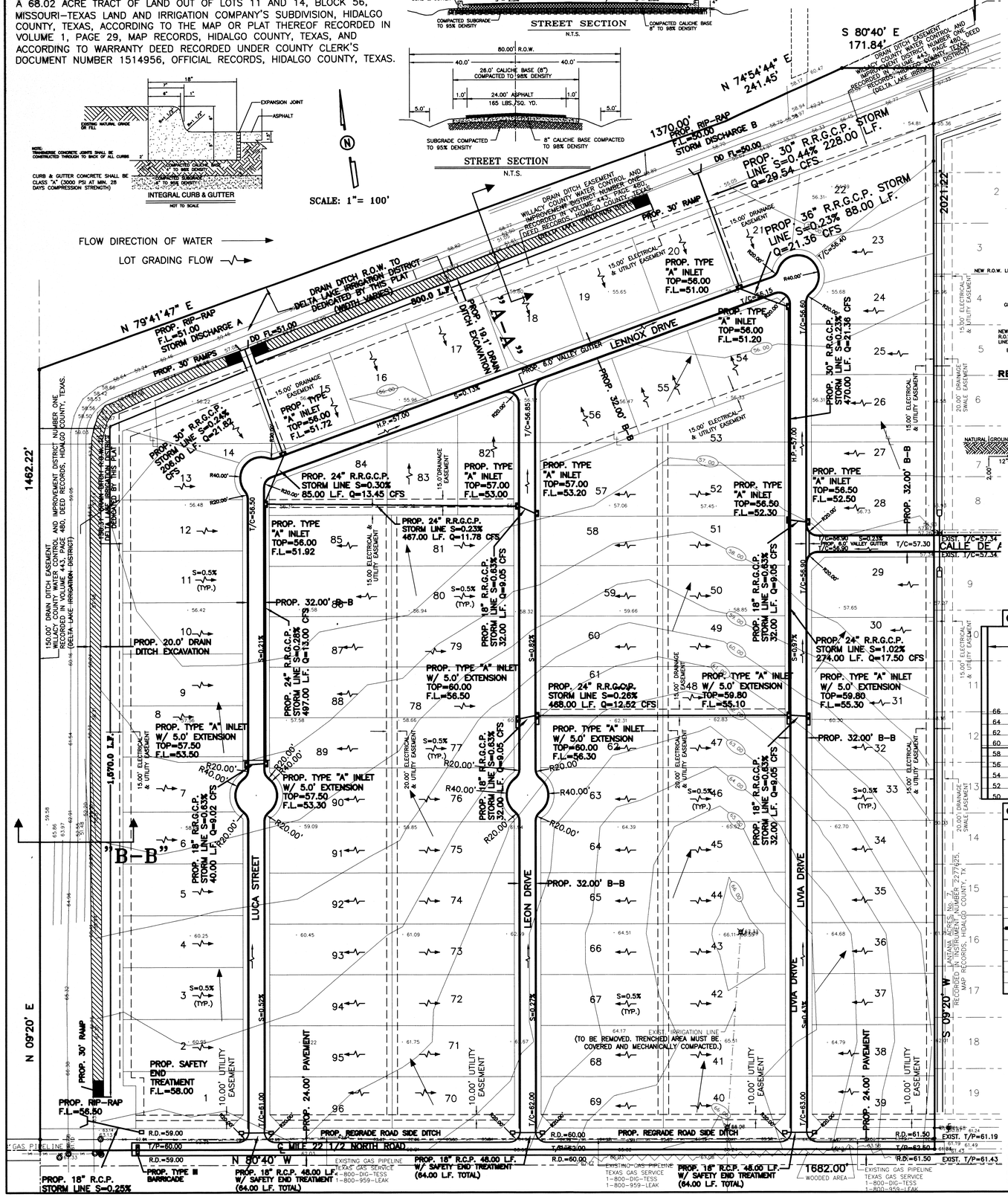
STREET SECTION

N.T.S.

SCALE: 1"= 100'

FLOW DIRECTION OF WATER

LOT GRADING FLOW


N 79°41'47" E
PROP. RIP-RAP F.L.=51.00
STORM DISCHARGE A
DD FL=51.00
PROP. 30' RAMPS
PROP. 30' RAMP
1462.22'
150.00' DRAIN DITCH EASEMENT AND IMPROVEMENT DISTRICT NUMBER ONE WILLACY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 443, PAGE 480, DEED RECORDS, HIDALGO COUNTY, TEXAS (DELTA LAKE IRRIGATION DISTRICT)
DRAIN DITCH R.O.W. TO DELTA LAKE IRRIGATION DISTRICT DEDICATED BY THIS PLAT (WIDTH VARIES)
800.0 L.F.
PROP. 19.1' DRAIN DITCH EXCAVATION
PROP. 6.0' VALLEY GUTTER
LENNOX DRIVE
PROP. 30" R.R.G.C.P. STORM LINE S=0.44% 208.00 L.F. Q=21.82 CFS
PROP. 24" R.R.G.C.P. STORM LINE S=0.30% 85.00 L.F. Q=13.45 CFS
PROP. 24" R.R.G.C.P. STORM LINE S=0.23% 467.00 L.F. Q=11.78 CFS
PROP. 32.00' B-B
PROP. 20.0' DRAIN DITCH EXCAVATION
PROP. 24" R.R.G.C.P. STORM LINE S=0.28% 497.00 L.F. Q=13.00 CFS
PROP. 18" R.R.G.C.P. STORM LINE S=0.63% 40.00 L.F. Q=9.02 CFS
PROP. 18" R.R.G.C.P. STORM LINE S=0.63% 32.00 L.F. Q=9.05 CFS
PROP. 24" R.R.G.C.P. STORM LINE S=0.26% 468.00 L.F. Q=12.52 CFS
PROP. 24" R.R.G.C.P. STORM LINE S=1.02% 274.00 L.F. Q=17.50 CFS
PROP. 30" R.R.G.C.P. STORM LINE S=0.44% 228.00 L.F. Q=29.54 CFS
PROP. 36" R.R.G.C.P. STORM LINE S=0.23% 88.00 L.F. Q=21.36 CFS
PROP. 30" R.R.G.C.P. STORM LINE S=0.23% 470.00 L.F. Q=21.36 CFS
PROP. TYPE "A" INLET TOP=56.00 F.L.=51.92
PROP. TYPE "A" INLET TOP=56.00 F.L.=51.72
PROP. TYPE "A" INLET TOP=56.00 F.L.=51.00
PROP. TYPE "A" INLET TOP=56.00 F.L.=51.20
PROP. TYPE "A" INLET TOP=57.00 F.L.=53.00
PROP. TYPE "A" INLET TOP=57.00 F.L.=53.20
PROP. TYPE "A" INLET TOP=56.50 F.L.=52.50
PROP. TYPE "A" INLET TOP=56.50 F.L.=52.30
PROP. TYPE "A" INLET TOP=56.50 F.L.=52.50
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=60.00 F.L.=56.50
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=57.50 F.L.=53.50
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=57.50 F.L.=53.30
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=60.00 F.L.=56.30
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=59.80 F.L.=55.30
PROP. TYPE "A" INLET W/ 5.0' EXTENSION TOP=59.80 F.L.=55.10
PROP. SAFETY END TREATMENT F.L.=58.00
PROP. RIP-RAP F.L.=58.50
PROP. 18" R.C.P. STORM LINE S=0.25%
PROP. 18" R.C.P. 48.00 LF. W/ SAFETY END TREATMENT (64.00 L.F. TOTAL)
PROP. 18" R.C.P. 48.00 LF. W/ SAFETY END TREATMENT (64.00 L.F. TOTAL)
1682.00' WOODED AREA
EXISTING GAS PIPELINE
TEXAS GAS SERVICE 1-800-DIG-TESS 1-800-959-LEAK
EXISTING IRRIGATION LINE (TO BE REMOVED. TRENCHED AREA MUST BE COVERED AND MECHANICALLY COMPACTED.)
LUCA STREET
LEON DRIVE
LIVIA DRIVE
PROP. 24.00' PAVEMENT
10.00' UTILITY EASEMENT
15.00' ELECTRICAL & UTILITY EASEMENT
15.00' DRAINAGE EASEMENT
20.00' DRAINAGE SWALE EASEMENT
PROP. REGRADE ROAD SIDE DITCH
R.D.=59.00
R.D.=60.00
R.D.=61.50
EXIST. T/P=61.19
EXIST. T/P=61.43
T/P=60.00
T/P=62.50
T/C=51.00
T/C=52.00
T/C=53.00
T/C=56.50
T/C=56.85
T/C=57.00
T/C=57.30
T/C=57.34
H.P.=57.00
S=0.13%
S=0.27%
S=0.43%
S=0.82%
S=0.97%
S=0.5% (TYP.)
R40.00'
R20.00'
PROP. TYPE III BARRICADE
C MILE 22 1/2 NORTH ROAD
N 80°40' W
S 80°40' E
171.84'
N 74°54'44" E
241.45'
S 09°20' W
2021.22'
N 09°20' E
CALLE DE A
EXIST. T/C=57.34
EXIST. T/C=57.30
EXIST. T/C=56.60
EXIST. T/C=56.80
EXIST. T/C=56.90
EXIST. T/C=57.00
EXIST. T/C=57.10
EXIST. T/C=57.20
EXIST. T/C=57.30
EXIST. T/C=57.40
EXIST. T/C=57.50
EXIST. T/C=57.60
EXIST. T/C=57.70
EXIST. T/C=57.80
EXIST. T/C=57.90
EXIST. T/C=58.00
EXIST. T/C=58.10
EXIST. T/C=58.20
EXIST. T/C=58.30
EXIST. T/C=58.40
EXIST. T/C=58.50
EXIST. T/C=58.60
EXIST. T/C=58.70
EXIST.

THE SANTA CRUZ PORPERTIES, LTD. TRACT: 679.40 AC OUT OF LOTS 9 THRU 11 AND LOTS THRU 16, BLOCK 56, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1511000, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

THE SANTA CRUZ PORPERTIES, LTD. TRACT: REMAINDER OF LOTS 9 THRU 11 AND LOTS THRU 16, BLOCK 56, MISSOURI-TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1514956, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

31' R.O.W. EASEMENT TO HIDALGO AND WILLACY COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 984, PAGE 23, DEED RECORDS, HIDALGO COUNTY, TEXAS.

S 80°40' E
171.84'

N 74°54'44" E
241.45'

WILLACY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 443, PAGE 480, DEED RECORDS, HIDALGO COUNTY, TEXAS. (DELTA LAKE IRRIGATION DISTRICT)

40.00' R.O.W.
20.00'
20.00'
150.00' DRAIN DITCH EASEMENT WILLACY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 443, PAGE 480, DEED RECORDS, HIDALGO COUNTY, TEXAS. (DELTA LAKE IRRIGATION DISTRICT)

CROSS-HATCHED AREA IS TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED TO THE NORTH.

1370.00'

N 79°41'47" E

DRAIN DITCH R.O.W. TO DELTA LAKE IRRIGATION DISTRICT DEDICATED BY THIS PLAT (WIDTH VARIES)

WILLACY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 443, PAGE 480, DEED RECORDS, HIDALGO COUNTY, TEXAS. (DELTA LAKE IRRIGATION DISTRICT)

15.00' DRAINAGE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

LENNOX DRIVE

542.45'

498.04'

PROP. STREET LIGHT 14

PROP. STREET LIGHT 5

PROP. STREET LIGHT 4

PROP. STREET LIGHT 6

PROP. STREET LIGHT 13

PROP. STREET LIGHT 3

PROP. STREET LIGHT 7

PROP. STREET LIGHT 12

PROP. STREET LIGHT 2

PROP. STREET LIGHT 8

PROP. STREET LIGHT 11

PROP. STREET LIGHT 1

PROP. STREET LIGHT 9

PROP. STREET LIGHT 10

1462.22'

156.31' DRAIN DITCH R.O.W. TO DELTA LAKE IRRIGATION DISTRICT DEDICATED BY THIS PLAT

534.46'

382.74'

380.19'

381.56'

381.56'

380.00'

276.87'

276.87'

277.36'

150.00' DRAIN DITCH EASEMENT WILLACY COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE RECORDED IN VOLUME 443, PAGE 480, DEED RECORDS, HIDALGO COUNTY, TEXAS. (DELTA LAKE IRRIGATION DISTRICT)

2021.22'

CALLE DE ANA STREET

80.00'

20.00' DRAINAGE SWALE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No. 2247480, O.R. H.C.

LANTANA ACRES No. 7, RECORDED IN INSTRUMENT NUMBER 227625, MAP RECORDS, HIDALGO COUNTY, TX

LANTANA ACRES No. 6, RECORDED IN VOL. 54, PG. 73, MAP RECORDS, HIDALGO COUNTY, TX

℄ ENGLEMAN GARDENS ROAD

S 09°20' W

N 09°20' E

10.00' UTILITY EASEMENT

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER COUNTY CLERK'S DOCUMENT No.

20.00'

510.00'

510.00'

N 80°40' W

1682.00'

℄ MILE 22 1/2 NORTH ROAD

30.00'

30.00'

20.00'

20.00'

THE LINO ROMEO MORENO TRACT: 12.83 AC OUT OF LOT 157

THE HESTER GLYNDA R TRUSTEE TRACT: 19.50 AC OUT

THE SAMUEL L DAVIS TRACT: 9.0 AC OUT OF

SCALE: 1"=100'

JOB NO.	
DATE	APRIL 13, 2016
REVISION	
SCALE	1"=100'
DRAWN BY	AG
SHEET	

LANTANA ACRES No. 8
STREET LIGHT LAYOUT

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

FILENAME : F:\DATA\SUBD.\ALAMO\PALAZZIO VEGAS RANCHES\DWG\ST. LIGHT LAYOUT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APRIL 13, 2016	AG		
DATE REVISED	PREPARED 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, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED RSBR FM 2128 SUBDIVISION, PRECINCT No. 4.

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: LETICIA A. ALAMIA-O'NEILL

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

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

LOCATION DESCRIPTION: NORTH OF RICHARDSON ROAD APPROXIMATELY ¼ MILE WEST OF ALAMO ROAD.

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 11-20-2015 PROPERTY LIES WITHIN FLOOD ZONE: " X " AS PER FEMA.

DRAINAGE DESIGN: DRAINAGE WILL BE ACCOMPLISHED BY DETENTION POND LOCATED ON THE BACKSIDE OF THE LOT.

ROAD R.O.W. DEDICATION: NO R.O.W. DEDICATION IS REQUIRED.

H.C.R.O.W. FINAL APPROVAL DATE: 3-02-2016 By, JOSE OCHOA, PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 3-08-2016 By, ELIZARDO "CHARDO" RAMOS Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF INSTALLED AT BUILDING PERMIT STAGE.

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 6" LOCATION: SOUTH SIDE OF RICHARDSON ROAD.

H.C.O.E.C. FINAL APPROVAL DATE: 3-02-2016 : 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: 2-03-2016

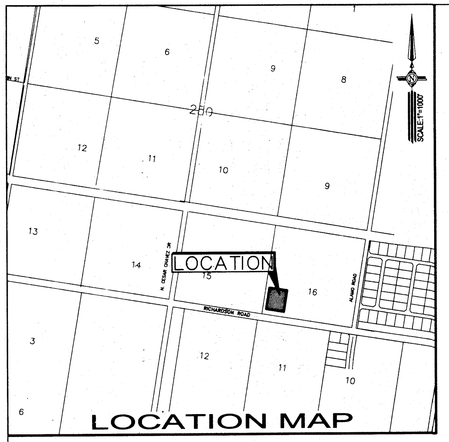
STAFF RECOMMENDS:

☐ **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*

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

*



SCALE: 1" = 1000'

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

RSBR DG (FM 2128) SUBDIVISION IS LOCATED IN THE CENTRAL PART OF HIDALGO COUNTY AND ON THE NORTH SIDE OF FM 2128 (RICHARDSON STREET), AND 1/4 MILE EAST FROM N. CESAR CHAVEZ DRIVE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. RSBR DG (FM 2128) SUBDIVISION FALLS WITHIN 1 MILE E.T.J. OF CITY OF EDINBURG. THIS SUBDIVISION FALLS WITHIN PRECINCT 4.
EDINBURG POPULATION IS 77,100 ACCORDING TO THE 2010 US CENSUS.

MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
2.152 ACRES (93,750.17 S.F.)
OUT OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
AS RECORDED IN
VOLUME 1, PAGES 16, H.C.M.R.
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 2.152 ACRES [93,750.17 SQUARE FEET] SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16 HIDALGO COUNTY MAP RECORDS, SAID 2.152 ACRES [93,750.17 SQUARE FEET] BEING CONVEYED TO LETICIA ANN ALAMIA O'NEIL, GRACIELA YVONNE ALAMIA MINYARD, AND ALICIA ADELINA ALAMIA HURD, BY VIRTUE OF A WARRANTY DEED RECORDED IN VOLUME 1320, PAGE 189, AND PAGE 193, HIDALGO COUNTY DEED RECORDS, PROBATE CAUSE NO. 25,484-D FOR THE ESTATE OF MARIA TERESA ALAMIA, DECEASED AND PROBATE CAUSE NO. 28,479 FOR THE ESTATE OF J.R ALAMIA, DECEASED, SAID 2.152 ACRES [93,750.17 SQUARE FEET] ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NO. 4 REBAR SET ON THE NORTHWEST CORNER OF SAID LOT 16, SECTION 250;

THENCE S 08° 55' 03" W ALONG THE WEST LINE OF SAID LOT 16, AT A DISTANCE OF 40.00 FEET PASS A" IRON PIPE FOUND, CONTINUING A TOTAL DISTANCE OF 882.44 FEET TO A POINT ON SAID WEST LINE OF SAID LOT 16;

THENCE S 81° 04' 57" E A DISTANCE OF 50.00 FEET TO A NO. 4 REBAR SET FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

THENCE, S 80° 58' 28" E A DISTANCE OF 250.00 FEET TO A NO. 4 REBAR SET [NORTHING: 16635326.057, EASTING: 1112574.759] FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 55' 03" W AT A DISTANCE OF 365.00 FEET PASS A NO. 4 REBAR SET ON THE FUTURE NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD) ACCORDING TO THE HIDALGO COUNTY THOROUGHFARE PLAN, CONTINUING A TOTAL DISTANCE OF 375.00 FEET TO A POINT [NORTHING: 16634955.590, EASTING: 1112516.630] ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD), FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 80° 58' 28" W ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD) A DISTANCE OF 250.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE, FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE, N 08° 55' 03" E AT A DISTANCE OF 10.00 FEET PASS A NO. 4 REBAR SET ON THE FUTURE NORTH RIGHT-OF-WAY LINE OF F.M. 2128 (E. RICHARDSON ROAD), CONTINUING A DISTANCE OF 375.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.152 ACRES [93,750.17 SQUARE FEET] OF LAND, MORE OR LESS

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1

ON THIS THE_____ DAY OF_____, 20____.

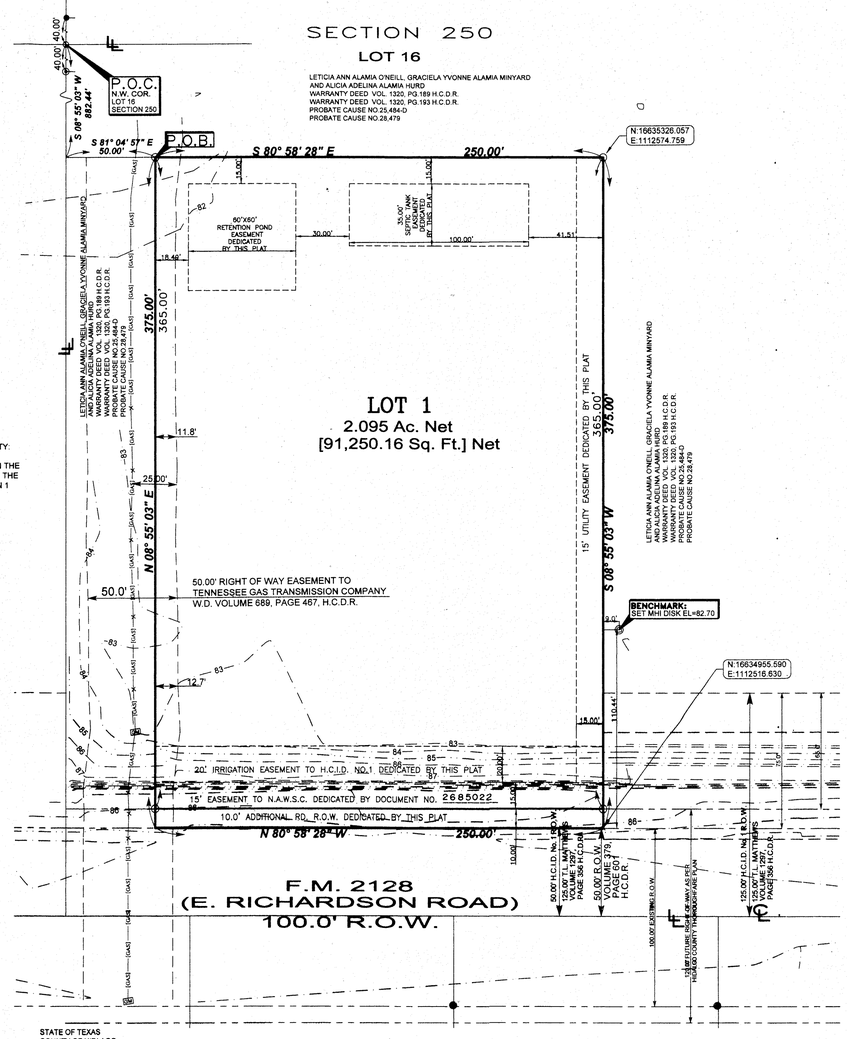
ATTEST:

SECRETARY — PRESIDENT

NOTE: HIDALGO COUNTY IRRIGATION DISTRICT No. 1 WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE, ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES IN DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	LETICIA A. ALAMIA-O'NEILL GRACIELA Y. ALAMIA-MINYARD ALICIA A. ALAMIA-HURD	P.O. BOX 420 1508 IVY LANE 4966 DEERPARK RD.	LINN, TX. 78563 EDINBURG, TX. 78539 CORPUS CHRISTI, TX. 78413	(956) 207-9173 (956) 207-9173 (956) 207-9173	N/A N/A N/A
ENGINEER:	KELLEY A. HELLER-VELA	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839



LEGEND

- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ● FOUND No.4 REBAR
- ◎ BENCHMARK SET MELDEN & HUNT DISK
- ◉ FOUND PIPE
- R.O.W.- RIGHT-OF-WAY
- SF OR SQ. FT. - SQUARE FEET
- AC - ACRE(S)
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS,
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- P.O.B. - POINT OF BEGINNING
- OSSF - ON SITE SANITARY SEWER FACILITIES
- ℄ - CENTERLINE OF RIGHT-OF-WAY
- [ ]- RECORDED MAP CALLS
- ℄ - CENTERLINE OF RIGHT-OF-WAY
- VOL. - VOLUME
- PGS. - PAGES
- N.E. - NORTH EAST

N

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 TEXAS SOUTH FIXS ELEVATION PER NAVD 88 [GEOID 2003]

1 INCH = 40 FT.

RIGHT OF WAY EASEMENT:

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 8 DAY OF Feb 20 16

LETICIA A. ALAMIA-O'NEILL (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LETICIA A. ALAMIA-O'NEILL KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 8 DAY OF Feb 20 16

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 8 DAY OF Feb 20 16

GRACIELA Y. ALAMIA-MINYARD (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GRACIELA Y. ALAMIA-MINYARD KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 8 DAY OF Feb 20 16

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 10 DAY OF February 20 16

ALICIA A. ALAMIA-HURD (GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF NUECES §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ALICIA A. ALAMIA-HURD 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 10 DAY OF February 16

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 11/17/2019

CHRISTINA MARTINEZ
Commission # 10982661
My Commission Expires
November 17, 2019

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT: ZONE "X" (SHADED) IS DEFINED AS: "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

   COMMUNITY-PANEL NUMBER: 480334 0325 D
   MAP REVISED: JUNE 6, 2000:
   FURTHER REVISED TO REFLECT LOMR DATED MAY 17, 2001.

2. SETBACKS:
   REAR: 15.00' OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   FRONT: 50.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3. LOT 1 IS FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS OR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 24" ABOVE THE CENTER LINE OF STREET OR 24" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISHED FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 [GEOID 2003].

   B.M. NO.1 – SET MHI DISK AT APPROXIMATELY 110.44 FT. NORTH AND 9.0 EAST FROM THE SOUTHEAST CORNER OF PROPERTY; N:16635063.2920 E: 1112542.6920, ELEV.= 82.70

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 5459 CUBIC-FEET (0.125 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET NO. 2 FOR STORM SEWER IMPROVEMENTS.) 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 THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

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

8. 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. 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.

10. 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.

11. THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF DESIGN FOR COMMERCIAL USE.

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

13. TxDOT DRIVEWAY/ ENTRANCE PERMIT IS REQUIRED FOR LOT 1, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ ENTRANCE ON TO F.M. 2128 (RICHARDSON ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT..

14. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE INCLUDING NECESSARY EASEMENTS.

15. A 5 FOOT WIDE SIDEWALK IS REQUIRED ALONG PERIMETER STREETS DURING THE BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH ADA STANDARDS.

16. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

STATE OF TEXAS
COUNTY OF HIDALGO:

OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION

I, LETICIA A. ALAMIA- O'NEILL, GRACIELA Y. ALAMIA- MINYARD AND ALICIA A. ALAMIA- HURD AS OWNERS OF THE 1.722 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RSBR DG (FM 2128) 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.

LETICIA A. ALAMIA-O'NEILL — 2/8/2016 DATE
P.O. BOX 420
LINN, TX 78563

GRACIELA Y. ALAMIA-MINYARD — 2-8-16 DATE
1508 IVY LANE
EDINBURG, TX 78539

ALICIA A. ALAMIA-HURD — 2/10/16 DATE
4966 DEER PARK RD.
CORPUS CHRISTI, TX 78413

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED LETICIA A. ALAMIA-O'NEILL AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 8 DAY OF Feb 20 16

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GRACIELA Y. ALAMIA-MINYARD AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 8 DAY OF February 16

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 8-26-2017

CELESTINE STEWART
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 26, 2017

STATE OF TEXAS
COUNTY OF NUECES

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALICIA A. ALAMIA- HURD AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS 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 10 DAY OF February 16

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES: 11/17/2019

CHRISTINA MARTINEZ
Commission # 10982661
My Commission Expires
November 17, 2019

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

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RSBR DG (FM 2128) SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT

ON THIS THE ___ DAY OF_____ 20 ___

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

I, _____ ADMINISTRATOR/DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS RSBR DG (FM 2812) SUBDIVISION, CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____ 2016 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR — DATE

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 8th DAY OF Feb. 20 16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

Kelley A. Heller-Vela
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

STATE OF TEXAS
KELLEY A. HELLER-VELA
97421
LICENSED
PROFESSIONAL ENGINEER

DATE PREPARED: 11-12-15
ENGINEERING JOB # 15154.00

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 COUNTY OF HIDALGO, TEXAS

DATED THIS THE 8th DAY OF FEB. 20 16

FRED L. KURTH, REGISTERED PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

STATE OF TEXAS
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

DATE SURVEYED: 11-09-2015
T-1003, PG. 16-17
SURVEY JOB # 15154.08

INDEX TO SHEET OF RSBR DG (FM 2128) SUBDIVISION

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; ENGINEERING CERTIFICATION; APPROVAL CERTIFICATE; COUNTY CLERKS RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; N.A.W.S.C. CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING LAYOUT OF WATER AND WASTE WATER AND ENGINEERS CERTIFICATION. MAP OF TOPOGRAPHY AND DRAINAGE PRIOR TO DEVELOPMENT. PROPOSED SITE PLAN.

THE COUNTY OF HIDALGO, TEXAS

FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

DOCUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

DRAWN BY: R. DE JESUS DATE: 11-12-15
SURVEYED, CHECKED J. G. DATE: 2-05-16
FINAL CHECK K. DATE: 2-8-16

TBPE FIRM # F-1435

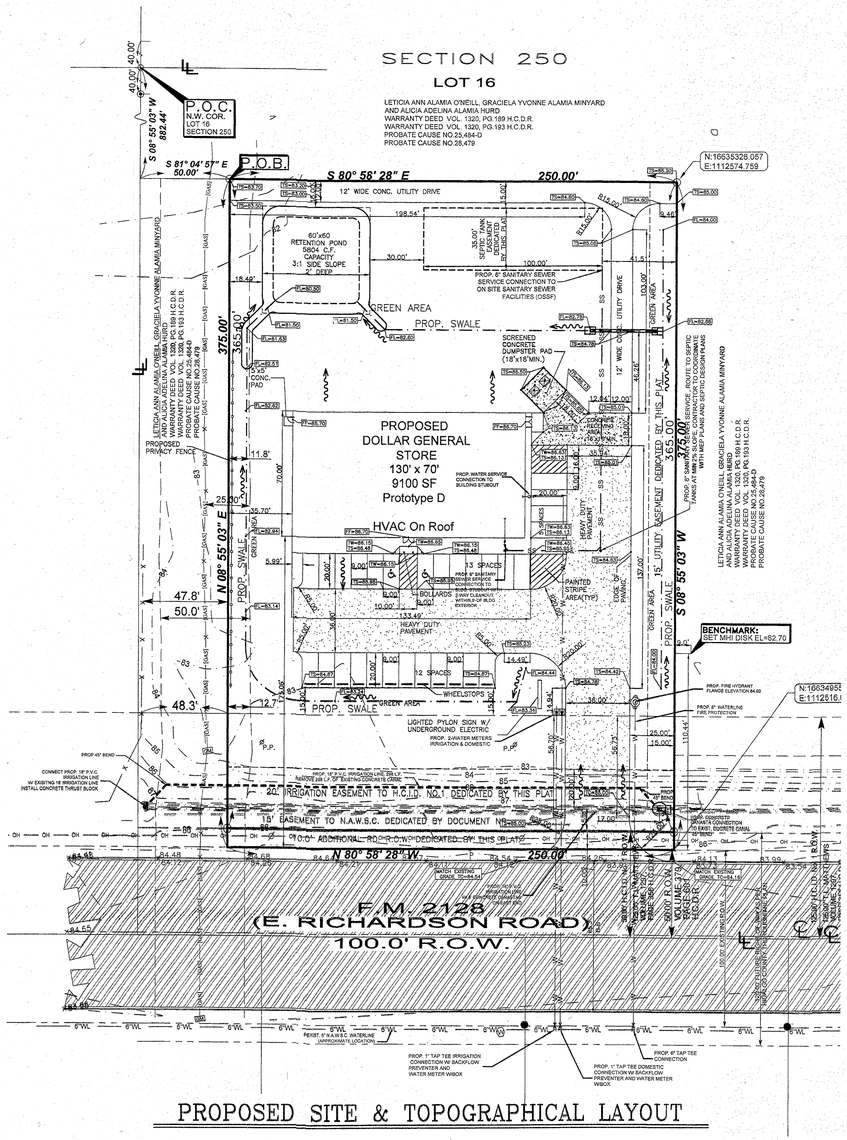
MELDEN & HUNT INC.
CONSULTANTS' ENGINEERS SURVEYORS
115 W. McINTYRE — EDINBURG, TX 78541 — PH: (956) 381-0981 — FAX: (956) 381-1839
227 N. F.M. 3167 — RIO GRANDE CITY, TX 78582 — PH

MINOR PLAT OF
RSBR DG (FM 2128) SUBDIVISION

BEING A RE-SUBDIVISION OF
2.152 ACRES (93,750.17 S.F.)
BEING ALL OF LOT 16, SECTION 250,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
AS RECORDED IN
VOLUME 1, PAGES 16, H.C.M.R.
HIDALGO COUNTY, TEXAS

COST ESTIMATES:

DRAINAGE IMPROVEMENTS :	$ - 0 -
WATER DISTRIBUTION :	$ 5,000.00
SANITARY SEWER :	$ 1,500.00
PAVING IMPROVEMENTS :	$ -0-
TOTAL :	$ 6,500.00



PROPOSED SITE & TOPOGRAPHICAL LAYOUT

DRAINAGE STATEMENT
RSBR DG (FM 2128) SUBDIVISION
PROJECT NO.: 15154.00 DATE: NOVEMBER 17, 2015
Revised Date: November 20, 2015- February 02, 2016

RSBR DG (FM 2128) SUBDIVISION IS A SUBDIVISION OF 2.152 ACRES (93,750 SQ FT.) OUT OF LOT 16, SECTION 250, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, AS RECORDED IN VOLUME 1 PAGE 16, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY TEXAS. THIS IS EXISTING OPEN LAND AND IS PROPOSED AS A 1-LOT COMMERCIAL SUBDIVISION. THIS PROPERTY IS LOCATED IN ZONE "X" (SHADED) IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, AS PER COMMUNITY-PANEL NUMBER 480334 0325D REVISED ON JUNE 6, 2000, FURTHER REVISED BY LOMR DATED MAY 17, 2001.

THE SOILS TYPE IS HIDALGO SANDY CLAY LOAM. HIDALGO SANDY CLAY LOAM HAVE A MODERATELY COARSE TEXTURE. THIS SOIL IS IN HYDROLOGIC GROUP "B". (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). FOR PURPOSES OF THIS REPORT, WE WILL USE GROUP "B", THE PREDOMINANT TYPE WITHIN THIS SITE.

EXISTING RUNOFF IS BY SURFACE FLOW IN A NORTHERLY DIRECTION AND HAS A RUNOFF OF 1.87 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR RSBR DG (FM 2128) SUBDIVISION CONSISTS OF SURFACE RUNOFF FROM THE BUILDING ONTO GREEN AREAS AND THE PARKING LOT. THE RUNOFF SHALL BE DIRECTED INTO A RETENTION SWALE LOCATED ON THE NORTHWEST SIDE OF THE SITE.

IN ACCORDANCE WITH THE CITY OF EDINBURG AND 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, 5,459 CUBIC FEET OF DETENTION WILL BE PROVIDED ON THE PROPOSED RETENTION POND. THE COUNTY OF HIDALGO SHALL APPROVE THE SITE GRADING PLAN.

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 8TH DAY OF February 20 16

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

Kelley A. Heller-Vela
KELLEY A. HELLER-VELA, PROFESSIONAL ENGINEER No.97421
STATE OF TEXAS

STATE OF TEXAS · KELLEY A. HELLER-VELA · 97421 · LICENSED · PROFESSIONAL ENGINEER

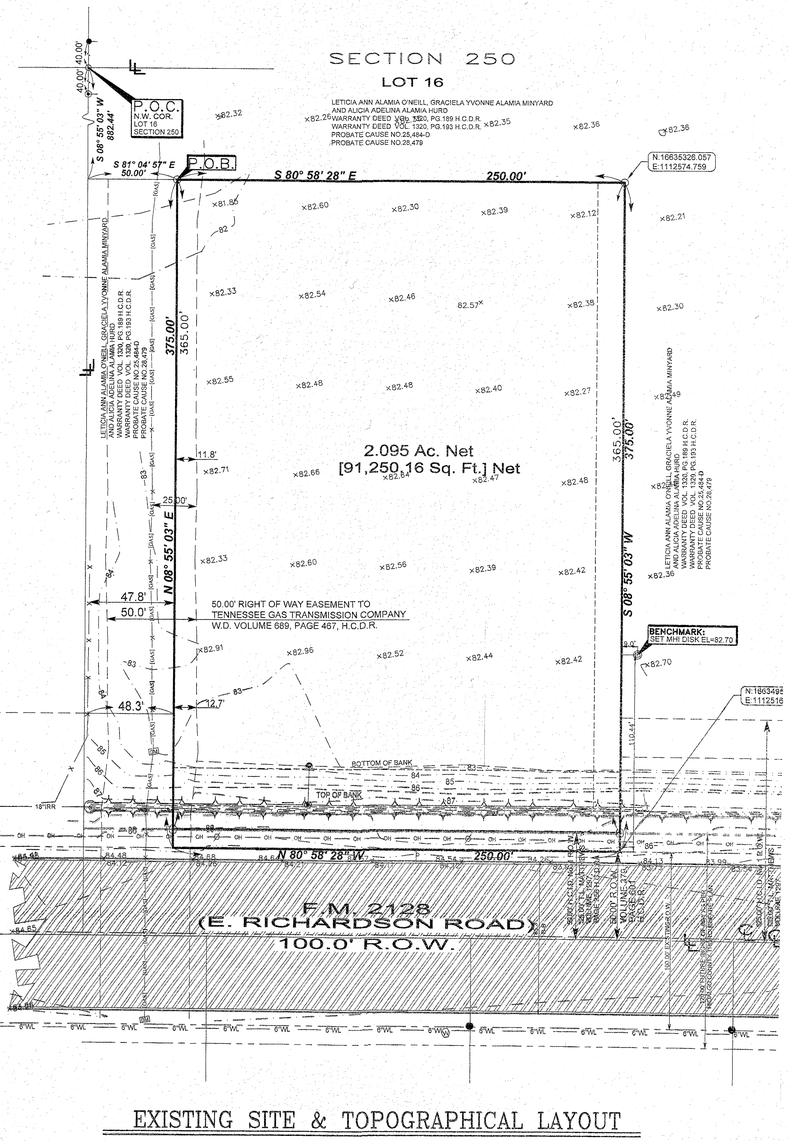
DATE PREPARED: 02-02-15
ENGINEERING JOB # 15154.00

N
BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE (4205) PER NAVD 88 (GEOID 2003)
1 INCH = 40 FT.

N
BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH ZONE (4205) PER NAVD 88 (GEOID 2009)
1 INCH = 40 FT.

L E G E N D

- ● FOUND No.4 REBAR
- ⊗ LOT LINE CORNER
- □ SET SQUARE CUT (BENCHMARK)
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- P.O.B - POINT OF BEGINNING
- SF or SQ. FT. - SQUARE FEET
- R.O.W. - RIGHT OF WAY
- AC - ACRES
- W.D. DOC. NO. - WARRANTY DEED DOCUMENT NO.
- ( ) - RECORDED MAP CALLS
- — WTR — PROPOSED WATERLINE OR WATER SERVICE
- — OH — EXISTING OVERHEAD POWER LINES
- — R.D. — EXISTING BAR DITCH CENTERLINE
- — (W) — OR — W — EXISTING WATERLINE (LOCATION TO BE FIELD VERIFIED)
- — SS — EXISTING SANITARY SEWER LINE (LOCATION TO BE FIELD VERIFIED)
- — (FM) — EXISTING SANITARY SEWER FORCE MAIN
- ℄ - LOT LINE
- ℄ - CENTER LINE
- FL=74.65 PROPOSED FLOW LINE ELEVATION
- SW=74.65 PROPOSED TOP OF SIDEWALK ELEVATION
- TP=74.65 PROPOSED TOP OF PAVEMENT ELEVATION
- FG=74.65 PROPOSED FINISH GRADE ELEVATION
- NG=74.65 EXISTING NATURAL GROUND ELEVATION
- G=74.65 GUTTER ELEVATION
- DIRECTIONAL FLOW ARROW
- AC UNIT CONCRETE PAD



EXISTING SITE & TOPOGRAPHICAL LAYOUT

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX. 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-5256
FAX: (956) 488-8591
www.meldenandhunt.com

HIDALGO COUNTY
PLANNING DEPARTMENT

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

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

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. FINAL APPROVAL DATE: **02-05-2015** By, **JOSE OCHOA PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL 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. FINAL 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: **5-05-2015**

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning, Other departments and the approval of the City of* **EDINBURG.**

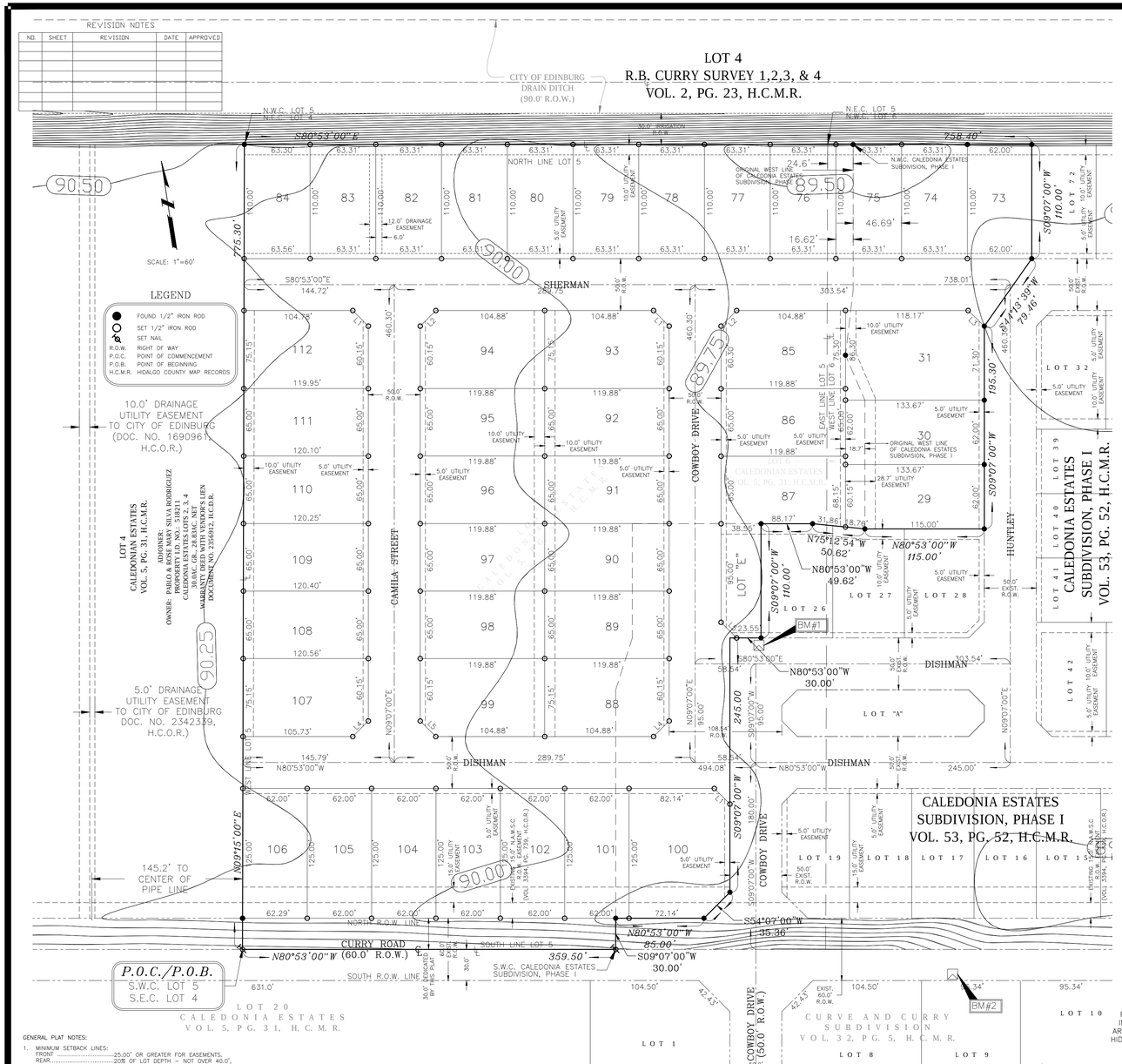
☐ **Final Approval** *subject to recommendations other departments*

☐ **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



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 73, 74 AND 75 AND PORTIONS OF DISHMAN, HUNTLEY AND SHERMAN ROADWAYS, ALL OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS.

GENERAL PLAT NOTES:

1. MINIMUM SETBACK LINES:
   FRONT ..... 25.00' OR GREATER FOR EASEMENTS.
   REAR ..... 20% OF LOT DEPTH – NOT OVER 40.0', OR GREATER FOR EASEMENTS
   SIDE ..... 6.00' OR GREATER FOR EASEMENTS.
   CORNER SIDE ..... 10.00' OR GREATER FOR EASEMENTS.
   CUL-DE-SAC LOTS:
   FRONT ..... 25.00' OR GREATER FOR EASEMENTS.
   SIDE CORNER GARAGE ..... 18.00' OR GREATER FOR EASEMENTS.
2. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 480334 0325 D (REVISED TO REFLECT LOMR 5/17/01.) EFFECTIVE DATE JUNE 06, 2000. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY PANEL NUMBER 480334 0325 D EFFECTIVE DATE JUNE 06, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS, AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION 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 CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED INSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
4. 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 53,957.65 CUBIC-FEET OR 1.24 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SECOND SHEET FOR DRAINAGE DETENTION.
5. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. SHALL BE NO COMMERCIAL.
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. 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. BENCHMARK NOTE: BM#1 SQUARE CUT AT SWC OF EXISTING TYPE "A" INLET LOCATED ON THE SEC OF LOT "E" ELEVATION 88.19. B.M. – BM#2 DESCRIPTION: LOCATED ON TOP OF FIRE HYDRANT SOUTH OF PROPERTY AND SOUTH OF CURVY ROAD, NORTH OF LOT 9, CURVE AND CURRY SUBDIVISION ELEVATION 92.69.
10. THIS SUBDIVISION WAS DESIGNED FOR 10 YEAR FLOOD W/ NO DETENTION.
11. A FOUR (4.0) FOOT SIDEWALK FOUR (4.0) FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE PROVIDED BY EACH LOT OWNER.
12. ALL PUBLIC UTILITIES 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.
13. CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO AS RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
14. ALL CONSTRUCTION TO MEET CITY OF EDINBURG REQUIREMENTS AND STANDARDS.
15. LOTS 100 THRU 106 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO CURRY ROAD; A BUFFER FENCE SHALL BE INSTALLED ALONG CURRY ROAD BY DEVELOPER.
16. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.
17. ANY ADDITION TO EXISTING RESIDENCE MUST COMPLY WITH ALL SETBACKS RESTRICTIONS RECORDED ON THIS PLAT.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	RICARDO R. SALINAS JR., PRES. CALEDONIA ESTATES CORP. PHASE I, A TEXAS CORP.	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489
OWNER:	GILBERTO GARCIA	505 HUNTLEY STREET	EDINBURG, TEXAS 78542	(956) 638-7363	NONE
OWNER:	ANA LUISA VILLARREAL	505 HUNTLEY STREET	EDINBURG, TEXAS 78542	(956) 638-7363	NONE
OWNER:	HARIS BARRIOS	501 HUNTLEY STREET	EDINBURG, TEXAS 78542	(956) 329-3134	NONE
OWNER:	CONRADO LEOS	501 HUNTLEY STREET	EDINBURG, TEXAS 78542	(956) 329-3134	NONE
OWNER:	YAJAIRA ADAME DE LEOS	501 HUNTLEY STREET	EDINBURG, TEXAS 78542	(956) 329-3134	NONE
OWNER:	EDGARDO ELI GONZALEZ	4010 SHERMAN STREET	EDINBURG, TEXAS 78542	(956) 545-2816	NONE
OWNER:	EXCLUSIVE PLATINUM HOME BUILDERS LLC (HEYDIS SANCHEZ)	1618 SANDSTONE DR.	MISSION, TEXAS 78574	(713) 498-4225	NONE
OWNER:	LOPEZ BC INC (ELIUD LOPEZ)	2027 E. GRIFFIN PKWY.	MISSION, TEXAS 78572	(956) 458-2008	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

STATE OF TEXAS
COUNTY OF HIDALGO

WE, AS OWNERS TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS CALEDONIA ESTATES SUBDIVISION, PHASE II HIDALGO COUNTY, TEXAS, AND WHOSE NAMES ARE 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 OR 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, THE MINIMUM 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: RICARDO R. SALINAS JR., PRESIDENT
CALEDONIA ESTATES CORPORATION
PHASE I, A TEXAS CORPORATION
2221 DAFFODIL AVE.
MCALLEN, TEXAS 78501
(OWNER OF LOT 30 & LOTS 76-112)

OWNER: GILBERTO GARCIA
505 HUNTLEY STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 29)

OWNER: ANA LUISA VILLARREAL
505 HUNTLEY STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 29)

OWNER: HARIS BARRIOS
501 HUNTLEY STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 31)

OWNER: CONRADO LEOS
501 HUNTLEY STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 31)

OWNER: YAJAIRA ADAME DE LEOS
501 HUNTLEY STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 31)

OWNER: EDGARDO ELI GONZALEZ
4010 SHERMAN STREET
EDINBURG, TEXAS 78542
(OWNER OF LOT 73)

OWNER: EXCLUSIVE PLATINUM HOME BUILDERS LLC
HEYDIS SANCHEZ,
SOLE MANAGING MEMBER
1618 SANDSTONE DR.
MISSION, TEXAS 78574
(OWNER OF LOT 74)

OWNER: LOPEZ BC INC
ELIUD LOPEZ, PRESIDENT
2027 E. GRIFFIN PKWY.
MISSION, TEXAS 78572
(OWNER OF LOT 75)

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED RICARDO R. SALINAS JR. KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 GILBERTO GARCIA AND ANA LUISA VILLARREAL KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 HARIS BARRIOS KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 CONRADO LEOS AND YAJAIRA ADAME DE LEOS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 EDGARDO ELI GONZALEZ, YAJAIRA ADAME DE LEOS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 EXCLUSIVE PLATINUM HOME BUILDERS LLC, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
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 LOPEZ BC INC (ELIUD LOPEZ) KNOWN TO ME TO BE THE PERSONS WHOSE NAMES 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 _____, 2016.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES. _____

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.21'	N35°53'00"W
L2	21.21'	S35°53'00"E
L3	21.57'	N36°49'12"W
L4	21.21'	S54°07'00"E
L5	21.21'	N54°07'00"E

LOT SIZES	
LOTS #	SQ. FT.
29	8,270.16
30	8,287.46
31	11,419.36
73	6,820.00
74-83	6,964.10
84	6,977.08
85	8,914.14
86	7,792.20
87	7,841.81
88	8,896.15
89-92	7,792.20

LOT SIZES	
LOTS #	SQ. FT.
93-94	8,896.15
95-98	7,792.20
99	8,896.15
100	11,717.58
101-105	7,750.00
106	7,768.05
107	8,953.82
108	7,831.19
109	7,821.36
110	7,811.53
111	7,801.70
112	8,895.21

STATE OF TEXAS
CITY OF EDINBURG

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION 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 CALEDONIA ESTATES SUBDIVISION, PHASE II, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 2016.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK 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 CALEDONIA ESTATES SUBDIVISION, PHASE II DESCRIBED BY METES AND BOUNDS DESCRIPTION (SEE METES AND BOUNDS DESCRIPTION AT THE RIGHT) ARE NOT LOCATED IN A FLOOD PRONE AREA DESIGNATED AS ZONES "A" OR "AH" DEFINED AND DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

_____
DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID O. SALINAS, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

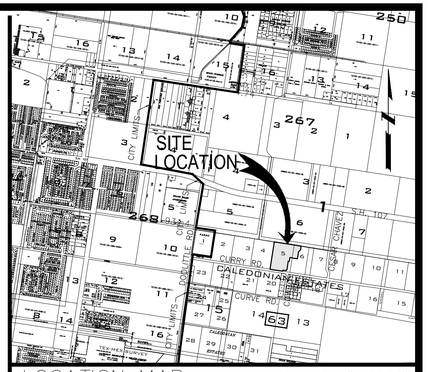
_____
DAVID OMAR SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER



PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP-14-23276

DATE PREPARED: FEBRUARY 4, 2016

PLAT SHEET 1 OF 3

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

CALEDONIA ESTATES SUBDIVISION, PHASE II, IS LOCATED ON THE NORTHWEST CORNER OF CESAR CHAVEZ ROAD AND CURRY ROAD. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100 AS PER THE 2010 CENSUS).
CALEDONIA ESTATES SUBDIVISION, PHASE II DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF EDINBURG, IT IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF EDINBURG UNDER LOCAL GOVERNMENT CODE 42.021. PRECINCT No. 4.

METES AND BOUNDS DESCRIPTION

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 73, 74 AND 75 AND PORTIONS OF DISHMAN, HUNTLEY AND SHERMAN ROADWAYS, ALL OUT OF CALEDONIA ESTATES SUBDIVISION, PHASE I, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 52, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 10.55 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A NAIL SET ON THE SOUTHWEST CORNER OF SAID LOT 5 LOCATED IN THE CENTER OF CURRY ROAD, A 60.0 FOOT PUBLIC ROADWAY, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 09 DEGREES 15 MINUTES EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID CURRY ROAD, AT A DISTANCE OF 775.30 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 5 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, SOUTH 80 DEGREES 53 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 561.80 FEET PASS THE NORTHEAST CORNER OF SAID LOT 5 SAME BEING THE NORTHWEST CORNER OF SAID LOT 6, AT A DISTANCE OF 586.40 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF CALEDONIA ESTATES SUBDIVISION, PHASE I, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 53, PAGE 52, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 758.40 FEETIN ALL TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, SOUTH 09 DEGREES 07 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID LOT 73, A DISTANCE OF 110.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 73 BEING FURTHER LOCATED ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SHERMAN, A 50.0 FOOT PUBLIC DEDICATED ROAD RIGHT-OF-WAY, FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, SOUTH 44 DEGREES 13 MINUTES 39 SECONDS WEST, A DISTANCE OF 79.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE MOST EASTERN CORNER CLIP BEING AN OUTSIDE EASTERN CORNER OF SAID LOT 31 LOCATED ON THE WEST RIGHT-OF-WAY LINE OF HUNTLEY, A 50.0 FOOT PUBLIC ROAD RIGHT-OF-WAY, FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, SOUTH 09 DEGREES 07 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID LOTS 29, 30 AND 31, A DISTANCE OF 195.30 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID LOT 29 FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 80 DEGREES 53 MINUTES 00 SECONDS WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 29, A DISTANCE OF 115.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 75 DEGREES 12 MINUTES 54 SECONDS WEST, A DISTANCE OF 50.62 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH 80 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 49.62 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(9) THENCE, SOUTH 09 DEGREES 07 MINUTES 00 SECONDS WEST, A DISTANCE OF 110.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, NORTH 80 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 30.00 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, SOUTH 09 DEGREES 07 MINUTES 00 SECONDS WEST, A DISTANCE OF 245.0 FEET TO ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, SOUTH 54 DEGREES 07 MINUTES 00 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(13) THENCE, NORTH 80 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 85.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE EASTERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(14) THENCE, SOUTH 09 DEGREES 07 MINUTES 00 SECONDS WEST, A DISTANCE OF 30.0 FEET TO A NAIL SET ON INTERSECTION WITH THE SOUTH LINE OF SAID LOT 5 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

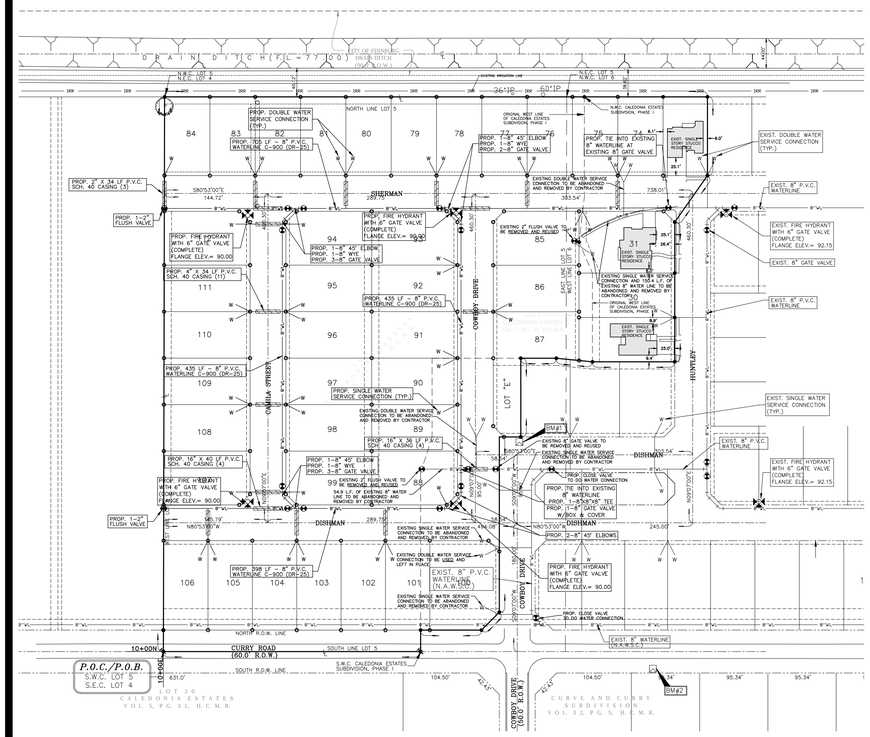
(15) THENCE, NORTH 80 DEGREES 53 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 359.50 FEET TO THE POINT OF BEGINNING, CONTAINING 10.55 ACRES OF LAND, MORE OR LES

CALEDONIA ESTATES SUBDIVISION, PHASE II

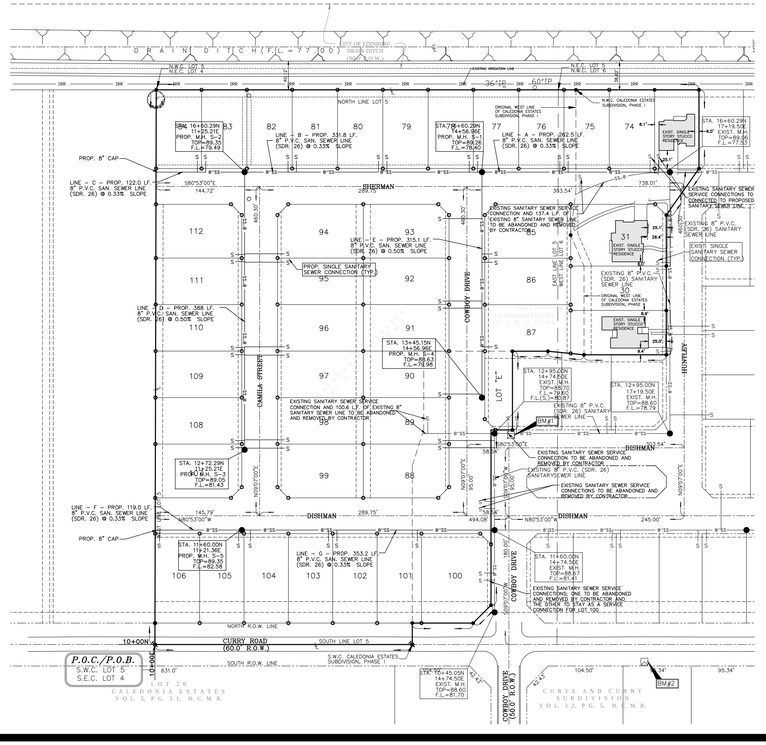
HIDALGO COUNTY, TEXAS

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.

MAP OF WATER DISTRIBUTION



MAP OF SANITARY SEWER COLLECTION



FINAL ENGINEERING REPORT FOR CALEDONIA ESTATES SUBDIVISION, PHASE II:

BY DAVID O. SALINAS, P.E.

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CALEDONIA ESTATES SUBDIVISION, PHASE II WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE SOUTH SIDE OF THE RIGHT-OF-WAY OF SHERMAN STREET AND AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF DISHMAN STREET. THE WATER SYSTEM FOR CALEDONIA ESTATES SUBDIVISION, PHASE II CONSISTS OF AN 8" DIAMETER WATER LINE TAPPING INTO THE EXISTING 8" LINE LOCATED ON SHERMAN STREET THEN RUNS ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF SHERMAN ROAD ENDING AT THE WEST PROPERTY LINE WITH A FLUSH VALVE. FROM THE PROPOSED LINE ALONG SHERMAN STREET, ONE 8" WATER LINE RUNS ALONG THE WEST SIDE OF THE RIGHT OF WAY OF COWBOY DRIVE AND ONE 8" WATER LINE RUNS ALONG THE EAST SIDE OF THE RIGHT OF WAY OF CAMILLA STREET. THE 8" LINE ALONG CAMILLA STREET IS CONNECTING TO A PROPOSED 8" WATER LINE ALONG THE NORTH SIDE OF THE RIGHT OF WAY OF DISHMAN STREET. THE WATER LINE ALONG DISHMAN STREET RUNS WEST ENDING AT THE WEST PROPERTY LINE AND ALSO RUNS EAST LOOPING ON AN EXISTING 8" WATER LINE LOCATED ON THE INTERSECTION OF DISHMAN STREET AND COWBOY DRIVE. THE PROPOSED 8" WATER LINE ALONG COWBOY DRIVE ENDS LOOPING ON AN EXISTING 8" WATER LINE LOCATED ON THE INTERSECTION OF DISHMAN STREET AND COWBOY DRIVE.

WATER DISTRIBUTION FOR THE CALEDONIA ESTATES SUBDIVISION, PHASE II CONSISTS OF SIXTEEN (16) - 1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND SEVEN (7) - ¾" DIAMETER SERVICE LINES SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. LOTS 29, 30, 73 AND 100 HAVE ALREADY AN EXISTING WATER SERVICE CONNECTION. THE 8" LINES, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 52,738.25, OR $2,156.70 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 38,350.00, WHICH COVERS THE $891.86 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $ 950.00 FOR A TOTAL COST OF $3,800.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES

SEWAGE FROM CALEDONIA ESTATES SUBDIVISION, PHASE II WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF EDINBURG. THE SUBDIVIDER AND THE CITY OF EDINBURG HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF EDINBURG HAS PROMISED TO PROVIDE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF EDINBURG HAS AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE WEST SIDE OF COWBOY DRIVE AND AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF SHERMAN STREET. THERE IS AN EXISTING 4" SANITARY SEWER SERVICE CONNECTION ON EXISTING LOTS 29, 30, 31, 73, 74 AND 100.

THE WASTEWATER SYSTEM FOR CALEDONIA ESTATES SUBDIVISION, PHASE II CONSISTS OF A PROPOSED 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF SHERMAN STREET AT AN EXISTING 48" SANITARY SEWER MANHOLE. THIS PROPOSED 8" DIAMETER SEWER LINE THEN RUNS WEST ALONG THE NORTH SIDE OF THE RIGHT OF WAY OF SHERMAN STREET ENDING AT THE WEST PROPERTY LINE WITH AN 8" CAP. FROM THIS PROPOSED 8" DIAMETER SEWER LINE, TWO PROPOSED 8" SEWER LINES, CONNECTING WITH A 48" SANITARY SEWER MANHOLE, RUN SOUTH ALONG THE EAST SIDE OF THE RIGHT OF WAY OF COWBOY DRIVE AND THE OTHER ALONG THE WEST SIDE OF THE RIGHT OF WAY OF CAMILLA STREET, BOTH ENDING WITH A PROPOSED 48" SANITARY SEWER MANHOLE. ANOTHER PROPOSED 8" SEWER LINE RUNS ALONG THE SOUTH SIDE OF THE RIGHT OF WAY OF DISHMAN STREET, CONNECTING TO AN EXISTING 8" SEWER LINE AT AN EXISTING 48" SANITARY SEWER MANHOLE LOCATED ON THE EAST SIDE OF COWBOY DRIVE AND THEN ENDS WITH AN 8" CAP ON THE WEST PROPERTY LINE. FROM THE PROPOSED 8" DIAMETER SEWER LINES, THIRTY SEVEN (37) 4" DIAMETER SEWER SERVICE LINES RUN TO EACH LOT.

THE 8" DIAMETER SEWER LINES, THE 4" DIAMETER SEWER SERVICE LINES, THE 48" SANITARY SEWER MANHOLES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 66,155.00 OR $1,538.48 PER LOT. IN ADDITION, THE SUBDIVIDER PAID THE CITY OF EDINBURG THE SUM OF $ 2,475.00 WHICH COVERS THE $57.56 COST PER LOT WHICH COVERS MEMBERSHIP AND CONNECTION COST. THE ENTIRE WASTEWATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 131,088.25 WHICH EQUALS TO $3,048.56 PER LOT.

SEWAGE FACILITIES - SANITARY SEWER SYSTEM IS ESTIMATED TO COST $ 1,596.05 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $68,630.00 FOR THE ENTIRE SUBDIVISION.

DAVID O. SALINAS — P.E. 71973 — 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.– I, RICARDO R. SALINAS, JR., SUBDIVIDER OF CALEDONIA ESTATES SUBDIVISION, PHASE II 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 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.

RICARDO R. SALINAS, JR.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED,

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE COUNTY OF HIDALGO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON MARCH 2, 2016. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ 187,378.50
DRAINAGE IMPROVEMENTS:	$ 77,320.00
WATER DISTRIBUTION:	$ 131,088.25
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 68,630.00
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ 187,378.50
DRENAJE PLUVIAL:	$ 77,320.00
SERVICIO DE AGUA POTABLE:	$ 131,088.25
SERVICIO DE DRENAJE SANITARIO:	$ 68,630.00

REPORTE FINAL DE INGENERIA PARA LA SUBDIVISION CALEDONIA ESTATES SUBDIVISION, PHASE II:

BY DAVID O. SALINAS, P.E.

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO:

LA SUBDIVISIÓN CALEDONIA ESTATES SUBDIVISION, PHASE II RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA COMPAÑÍA N.A.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE EN EL LADO SUR DEL DERECHO DE VIA DE LA CALLE SHERMAN Y OTRA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE EN EL LADO SUR DEL DERECHO DE VIA DE LA CALLE DISHMAN. EL SISTEMA DE AGUA POTABLE PARA CALEDONIA ESTATES SUBDIVISION, PHASE II CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA A LA LINEA DE AGUA EXISTENTE DE 8" DE DIAMETRO LOCALIZADA EN LA CALLE SHERMAN Y DESPUES CORRE EN EL LADO SUR DE DICHA CALLE SHERMAN TERMINANDO EN EL LADO OESTE DE LA SUBDIVISION CON UNA VALVULA DE DRENADO. DE LA LINEA DE AGUA DE 8" DE DIAMETRO PROPUESTA EN LA CALLE SHERMAN SE DERIVAN DOS LINEAS DE AGUA DE 8" DE DIAMETRO, UNA QUE CORRE EN EL LADO OESTE DE LA CALLE CAMILA Y LA OTRA QUE CORRE EN EL LADO ESTE DE LA CALLE COWBOY DRIVE; LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE A LO LARGO DE LA CALLE CAMILLA SE CONECTA A UNA LINEA DE AGUA DE 8" DE DIAMETRO PROPUESTA QUE CORRE A LO LARGO DEL LADO NORTE DEL DERECHO DE VIA DE LA CALLE DISHMAN. LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE EN LA CALLE DISHMAN TERMINA EN EL LADO OESTE DE LA PROPIEDAD CON UNA VALVULA DE DRENADO Y EN EL LADO ESTE SE CONECTA A LA LINEA DE 8" DE DIAMETRO EXISTENTE QUE SE ENCUENTRA EN LA INTERSECCION DE LA CALLE DISHMAN Y COWBOY DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO PROPUESTA EN COWBOY DRIVE SE CONECTA EN EL LADO SUR A LA LINEA DE AGUA DE 8" DE DIAMETRO EXISTENTE LOCALIZADA EN LA INTERSECCION DE CALLE DISHMAN Y COWBOY DRIVE.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN DIEZ Y SEIS (16) CONDUCTOS DE SERVICIO DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIAMETRO PARA CADA LOTE Y SIETE (7) CONDUCTOS DE SERVICIO DE AGUA DE ¾ DE PULGADA DE DIAMETRO. DICHOS SERVICIOS DE AGUA TERMINAN EL LA CAJA DEL MEDIDOR DE AGUA DE CADA LOTE. LOS LOTES 29, 30, 73 Y 100 YA CUENTAN CON UNA CONECCION DE SERVICIO EXISTENTE. LAS LINEAS DE AGUA DE 8 PULGADAS DE DIAMETRO, LOS CONDUCTOS DE SERVICIOS DOBLES DE AGUA DE 1 PULGADA DE DIAMETRO, LOS CONDUCTOS DE SERVICIOS DE ¾ DE PULGADA DE DIAMETRO, Y LAS CAJAS DE SERVICIO PARA LOS MEDIDORES MECÁNICOS DE AGUA YA AN SIDO INSTALADAS A UN COSTO TOTAL DE $ 92,738.25 O $ 2,156.70 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 38,350.00, QUE CUBRE EL COSTO PARA CADA LOTE, $891.86 COMO SE ESTIPULA EN LA CARTA DE ACUERDO DE SERVICIO DE 30 AÑOS. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO UN DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN COSTO PARA EL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 950 POR CADA UNO Y UNA CANTIDAD TOTAL DE $3,800.00. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO Y APROVADO POR LA COMPAÑÍA DE AGUA N.A.W.S.C. 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:

EL SISTEMA DE DRENAJE SANITARIO PARA LA SUBDIVISION CALEDONIA ESTATES SUBDIVISION, PHASE II SERA TRATADO POR EL SISTEMA DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISION Y LA CIUDAD DE EDINBURG HAN FIRMADO UN ACUERDO EN EL CUAL LA CIUDAD A PROMETIDO MANTENER EL SERVICIO DE DRENAJE SANITARIO POR ALMENOS 30 AÑOS, LA CIUDAD DE EDINBURG A PRESENTADO LA SUFICIENTE DOCUMENTACION PARA COMPROBAR LA DISPONIBILIDAD Y CALIDAD DEL SERVICIO A LARGO PLAZO PARA SERVIR LA SUBDIVISION CUANDO ESTE COMPLETAMENTE DESARROLLADA.

LA CIUDAD DE EDINBURG TIENE UNA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO QUE CORRE EN EL LADO OESTE DEL DERECHO DE VIA DE CALLE COWBOY DRIVE Y OTRA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO QUE CORRE EN EL LADO NORTE DEL DERECHO DE VIA DE LA CALLE SHERMAN. LOS LOTES 29, 30, 31, 73, 74 Y 100 YA CUENTAN CON UNA LINEA DE 4" DE DIAMETRO DE SERVICIO.

EL SISTEMA DE DRENAJE SANITARIO PARA LA SUBDIVISION CALEDONIA ESTATES SUBDIVISION, PHASE II CONSISTE DE UNA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO QUE SE CONECTA A UNA ALCANTARILLA DE 48" DE DIAMETRO EN LA LINEA DE DRENAJE SANITARIO EXISTENTE QUE CORRE DE ESTE A OESTE EN LA CALLE SHERMAN. LA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO PROPUESTA CORRE EN EL LADO NORTE DEL DERECHO DE VIA DE LA CALLE SHERMAN Y TERMINA CON UNA CAPA DE 8" DE DIAMETRO EN LA LINEA OESTE DE LA SUBDIVISION. DE DICHA LINEA SE CONECTAN OTRAS DOS LINEAS DE 8" DE DIAMETRO PROPUESTAS MEDIANTE DE UNA ALCANTARILLA DE 48" DE DIAMETRO QUE CORREN HACIA EL SUR, UNA EN EL LADO ESTE DEL DERECHO DE VIA DE LA CALLE COWBOY DRIVE Y LA OTRA EN EL LADO OESTE DE LA VIA DE LA CALLE CAMILA STREET, TERMINANDO CADA UNA EN UNA ALCANTARILLA DE 48" DE DIAMETRO PROPUESTA. OTRA LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO PROPUESTA CORRE DE ESTE A OESTE EN EL LADO SUR DEL DERECHO DE VIA DE LA CALLE DISHMAN, CONECTANDOSE EN EL LADO ESTE CON LINEA DE DRENAJE SANITARIO DE 8" DE DIAMETRO EXISTENTE EN COWBOY DRIVE MEDIANTE UNA ALCANTARILLA DE 48" DE DIAMETRO EXISTENTE Y TERMINANDO CON UNA CAPA DE 8" DE DIAMETRO EN EL LADO OESTE EN LA LINEA OESTE DE LA SUBDIVISION. DE ESTAS LINEAS DE DRENAJE SANITARIO PROPUESTAS DE 8" DE DIAMETRO, SE DISPRENDEN TRENTA Y SIETE (37) LINEAS DE SERVICIO DE 4" DE DIAMETRO HACIA CADA LOTE.

LAS LINEAS DE DRENAJE SANITARIO DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DE 4" DE DIAMETRO Y LAS ALCANTARILLAS DE DRENAJE SANITARIO DE 48" DE DIAMETRO YA HAN SIDO INSTALADAS A UN COSTO TOTAL DE $66,155.00 O $ 1,538.49 POR LOTE. EL DUEÑO DE LA SUBDIVISION TAMBIEN E PAGO A LA CIUDAD DE EDINBURG LA CANTIDAD DE $ 2,475.00 QUE CUBRE $57.56 POR LOTE QUE CUBRE LOS COSTOS DE CONECCION Y MEMBRESIA. EL SISTEMA COMPLETO DE DRENAJE SANITARIO HA SIDO APROVADO Y ACEPTADO POR LA CIUDAD DE EDINBURG Y ESTARA OPERABLE AL TIEMPO EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICACIÓN:

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

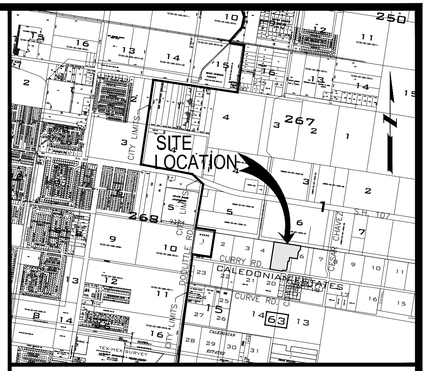
AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 131,088.25 O $ 3,048.56 POR LOTE.

DRENAJE: EL SISTEMA DE DRENAJE SANTARIO TENDRA UN COSTO ESTIMADO DE $ 1,596.05 POR LOTE Y UN COSTO TOTAL DE $68,630.00 TODA LA SUBDIVISIÓN.

DAVID O. SALINAS — P.E. 71973 — DATE

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED



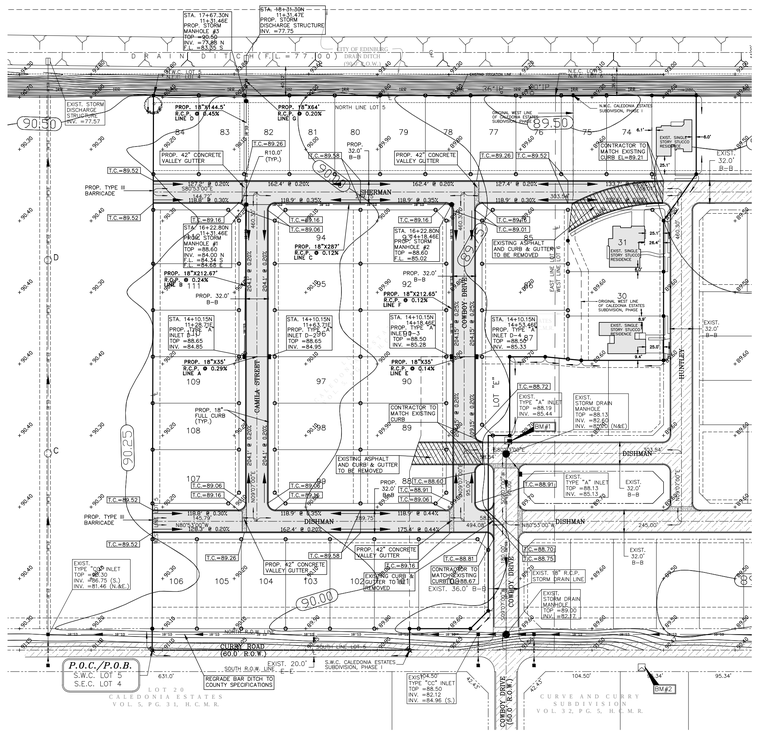
LOCATION MAP — SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE – MCALLEN, TEXAS 78501
JOB NUMBER: SP–14–23276

DATE PREPARED: MARCH 2, 2016

PLAT SHEET 2 OF 3

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 45,747.29 Cu. Ft. for proposed Caledonia Estates, Phase II, as approved by the HCDD No. 1.

DATA:

Frontage along north side of property: 758.44 Ft.
Depth of existing City of Edinburg ditch: 14.4 Ft. ; 2 Ft. Free Board = 13.4 Ft.

CALCULATION:

5 Ft. x 758.44 Ft. x 13.4 Ft. = 50,812 Cu. Ft. = 45,747 Cu. Yr. O.K.

Fill dirt created by ditch widening: Approx. 83,855 Cu. Ft. (Factor 1.35)

5 Ft. x 758.40 Ft. x 26.4 Ft. X 0.20 = 83,855 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 ditch roadway, or, with permission from the City of Edinburg, placed on the lands of the proposed residential subdivision.

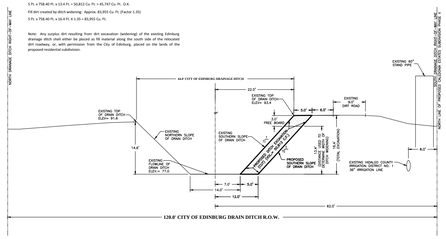
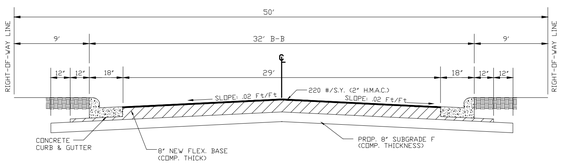


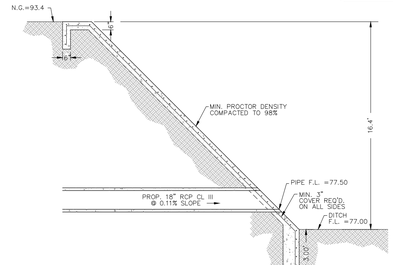
EXHIBIT OF PROPOSED CALEDONIA ESTATES SUBDIVISION PHASE II CITY OF EDINBURG DRAINAGE DITCH WIDENING DETAIL

SCALE: 1" = 10'



TYPICAL RESIDENTIAL STREET SECTION

SCALE: N.T.S.



STORM DISCHARGE STRUCTURE

SCALE: N.T.S.

GENERAL NOTES

1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.

LOCATION MAP

SCALE 1"=2000'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD

R.O.W. RIGHT OF WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
H.C.M.R. HIDALGO COUNTY MAP RECORDS
H.C.D.R. HIDALGO COUNTY DEED RECORDS

David Omar Salinas, P.E., R.P.L.S.
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McAllen, Texas 78501
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dsalinas@salinasengineering.com

OCTOBER 10, 2014
REV.: MARCH 16, 2015

REVISED DRAINAGE REPORT
CALEDONIA ESTATES, PHASE II
CITY OF EDINBURG
EXTRATERRITORIAL JURISDICTION
HIDALGO COUNTY, TEXAS

Proposed Caledonia Estates, Phase II, is a plat of 10.90 total gross acres out of in part from the original 57.84 Gross acres located at the northwest corner of Curry Road and Cesar Chavez, and, also consists of a re-plat of Lots 20~31, 73~75 and Lot "A,", Caledonia Estates, Phase I. The portion of un-platted lands consists of 8.38 Acres while the remaining 2.52 Acres are comprised from the fully developed lots and roadways already located in Phase I of Caledonia Estates. For the purpose of this report I am going to assume that drainage has not been provided for the existing 2.52 acres currently a part of the drainage system for Caledonia Estates, Phase I.

This 10.90 Acre tract is bound on the east side by Caledonia Estates, Phase I, on the north by a City of Edinburg drainage ditch and right-of-way, on the south by Curry Road and on the west by un-platted lands out of the original 57.84 acre tract now owned by another party. This Phase II proposal is for single-family residential lots.

Because this site is evenly sloped easterly toward Cesar Chavez road as shown by the evenly spaced contours and is flat (Avg. slope = 0.09 to 0.10%) with no sudden changes in slope or depressions, this report will discuss the pre- and anticipated post-developed condition of the overall 10.90 Acre site.

The un-platted portion of this tract (8.38 Acres) is currently being cultivated. There are no trees located within this. Curry Road is a County 60.0 foot (right-of-way) paved roadway absent formal drainage or curb & gutter by the County. Cesar Chavez is a County paved roadway with asphalt improvements (no curb & gutter or storm sewer improvements). There is located along the south side of this overall site and parallel to Curry Road an underground water line within the north 40± adjacent to the north Alamo WSC easement. Additionally, along the north of and adjacent to the property line of this site there is an underground irrigation district pipeline buried approximately 6 feet deep where the irrigation district conveys irrigation water for farming activities and is held by HCID No. 1 in an easement. The HCID No. 1 pipeline is further located between this property and the south edge of a City of Edinburg drainage ditch.

The lands occupied by the proposed site are located in part within Zone "X" according to the FIRM dated November 02, 1982 ~ Community Panel No. 480343 0010C. A review of Sheet 85 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.

The existing City of Edinburg drainage ditch right-of-way located adjacent of and north of subject property and is approximately 16 feet deep, 14 wide at the bottom and 44 feet wide edge to edge at the top of ditch. The ditch sits on 120.0 off right-of-way. There is in addtion a large HCID No. 1 irrigation pipe (36") located between the north property line and the ditch within said 120.0 foot ditch right-of-way. HCID is claiming an easement of 30.0 wide for the pipe beginning on the north line of this development (same being the south right-of-way line of said ditch). This ditch has a 1:1 slope and care must be exercised when attempting to access this ditch due to steep slopes downward and the depth.

Cross section elevations of the subject property reveal that drainage is via overland flow in an easterly direction toward the first phase of Caledonia Estates. Grades are nearly flat with an average slope of 0.09 to 10% over an average drainage run of approximately 760 feet over and along this site and an easterly direction reaching the west line of the first phase of Caledonia Estates. During a saturated condition, runoff in all likelihood will pond on the site or continue into the lands occupied by the first phase of Caledonia Estates. Any waters entering Caledonia Estates, Phase I, will enter the street and local underground drainage system. In addition, Curry Road is somewhat elevated from these lands by some 1 to 2 feet. Runoff cannot flow northerly due to the drainage ditch, which has two dirt roadways ~ one on each side of said ditch and is elevated. The top of the roadway is approximately 4 feet above this terrain and thus forms a barrier to any runoff into and out of this site from this direction. In addition, Curry Road does not have very well developed bar ditches on either side of this roadway but any runoff created along Curry Road flows to either side of road and enters a series of grate inlets where drainage waters are carried westerly and thence northerly via an 18" storm sewer line. Waters flowing through this pipe line located along the north side of Curry Road flow and enter said City ditch.

A review of City, County and State storm sewer atlases does not reveal the existence of any City, County or State provided or maintained underground drainage improvements at or near this site other than the existing storm sewer inlets, piping and City drainage ditch located along the north side of Curry Road and within the first phase of Caledonia including two areas of entry into the existing City ditch ~ one from the first phase of Caledonia and the second from an 18" off-site storm line located west of this second phase. All storm sewer pipelines and grate inlets currently found along Curry Road, within Caledonia Phase I and the off-site storm sewer line west of this second phase were constructed by the same developer.

In accordance with the drainage policies of the City of Edinburg and the County of Hidalgo, the subdivision shall be required to provide for a storage volume of water created by the post-development of this property. Assuming 3,500 Sq. Ft. of impervious and 2,140 feet of new paved roadways, an existing drainage coefficient of 0.20 and a future computed drainage coefficient of 0.53, an average drainage run of 600.0 feet, an area of 10.55 acres for the entire site and an average slope of 0.10%, it was computed that the ultimate improved condition would produce an additional volume of 45,747.29 Cubic Feet (or 1.05 Acre-Feet) of drainage waters. However, one must keep in mind that this drainage area of 10.55 Acres includes a drainage area of 2.52 Acres whereby drainage has already been accounted for when the first phase of Caledonia Estates was developed and platted.

All internal roadways will consist of a HMAC surface with concrete curb & gutter along with a series of underground storm sewer inlets and pipelines to route drainage waters into the adjacent ditch at a controlled discharge rate.

The resulting hydrograph requires limiting the amount off-site discharge from this proposed 10.55 Acre tract to 5.33 CFS, the current drainage condition ~ Qex. Detention of the minimum 45,747.29 cubic feet of drainage waters shall accomplished by enlarging the existing City ditch that some minimum amount along the entire frontage of the subdivision ~ 758.40 feet. This volume of water will require the ditch to be enlarged a distance of 5.0 feet along the entire frontage and will create a new volume of 50,812 Cu. Ft. at 3~feet of freeboard and 64,581 Cu. Ft. to the top edge of the new ditch. A step type of enlargement is not being proposed in this case as is customary for safety reasons and the location of the existing underground irrigation pipe. There is a common area (Lot "A") located within this proposed subdivision that will not be used for storage. The developer will petition the City of Edinburg for a pipe entrance into the ditch ~ the previous approval for the first phase of Caledonia Estates was approved by the HCID No. 1 limiting structures to 2 per 40.0 acre tract ~ however, the same ditch is now held (owned) by the City of Edinburg. It is also noteworthy to note that the proposed underground pipe also has a storage capacity of 1,342 Cu. Ft. cubic feet but are not being considered as part of the enlargement of the ditch rather in being proposed "in addition to" the proposed ditch widening to capture and detain a certain volume of drainage waters within the pipelines themselves. It should also be discussed that this same developer was responsible for providing extensive pipe crossing improvements under Cesar Chavez at the northeast corner of the first phase of Caledonia Estates. That pipeline crossing improvement was approved by HCDD No. 1, City Engineer's office and the County Commissioner. The irrigation district has previously denied any request for additional ditch right-of-way along the north side of the first phase of this development and we fully expect the same to occur during the development of this second phase. Any additional right-of-way that may be needed in the future for the ditch may be obtained from the north side of the existing ditch.

Finally, an additional 18" pipe/headwall entrance shall be needed to route all waters collected by this second phase into the City ditch. One manhole shall be constructed for the new storm line leading to the ditch. This entrance shall be approved from the City of Edinburg. Overall this developer is providing for curb & gutter streets, underground storm drainage improvements with one outfall drainage structure into the existing drainage ditch from this second phase.

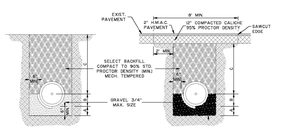
Attached to this report is a 1~minute hydrograph prepared that illustrates how the existing and future water volumes, existing and future Q's, time of concentrations, etc. and other parameters were determined for the entire 10.55 acre site. In addition, I have also provided a ditch widening detail. It is also noteworthy to note that HCID No. 1 will not permit a storm sewer manhole within their easement but will permit the storm drainage line preferably at least 5.0 feet below the existing 36" irrigation line.

October 10, 2014
Revise: March 16, 2015

CERTIFICATION

By my signature below, I certify that this subdivision lies in a Flood Zone "X" ~ 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. (Shaded Area) (Community~Panel No. 480334 0325 D ~ Map Revised June 06, 2000, LOMR May 17, 2001)

_____ _____
David Omar Salinas, DATE
Registered Professional Engineer #71973
Registered Professional Land Surveyor #5782



STANDARD PIPE BEDDING

STANDARD PIPE BEDDING
UNDER EXISTING PAVEMENT OR PROP. PAVEMENT

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, (4" LIFTS, MECH. TAMPED).

C. FILL TRENCH W/SELECT BACKFILL (PI=20), W/10" LIFTS COMPACT TO 90% STD. PROCTOR

FOUNDATION PREPARATION (WELLPOINTS, GRAVEL, OR STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY, WITH EXCEPTION OF TOP 12" SHALL BE OF SELECT SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

A. GRAVEL (3/4" MAX. SIZE) BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW LINE OF PIPE. (MIN. THICKNESS = 6")

B. GRAVEL BACK FILL PLACED AFTER PIPE IS LAID FROM BOTTOM OF PIPE TO SPRING LINE OF PIPE, (4" LIFTS, MECH. TAMPED).

D. FILL TRENCH W/SELECT BACKFILL (PI=20), W/10" LIFTS COMPACT TO 90% STD. PROCTOR

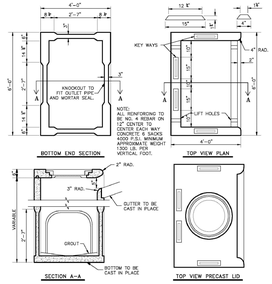
FOUNDATION PREPARATION (WELLPOINTS, GRAVEL, OR STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

BACK FILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY, WITH EXCEPTION OF TOP 12" SHALL BE OF SELECT SAND, APPROVED SITE SOIL OR OTHER APPROVED SUBSTITUTE.

NOTE: ALL EXISTING STREET CROSSINGS SHALL REQUIRE SAND BACKFILL OF ENTIRE TRENCH.

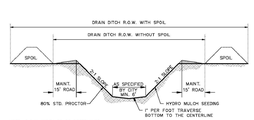
STANDARD PIPE BEDDING

SCALE: N.T.S.



TYPE "A" INLET

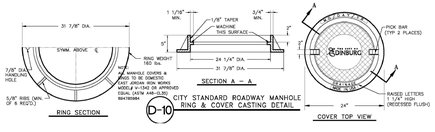
SCALE: N.T.S.



NOTE: R.O.W. WIDTH TO BE DETERMINED BY CITY ENGINEER

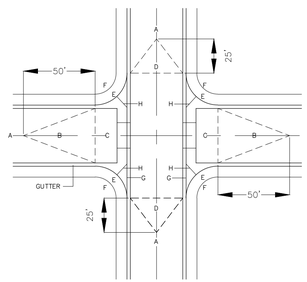
DITCH CROSS SECTION

SCALE: N.T.S.



CITY STANDARD ROADWAY MANHOLE RING & COVER CASTING DETAIL

SCALE: N.T.S.



TYPICAL RESIDENTIAL STREET INTERSECTION

GENERAL NOTES:

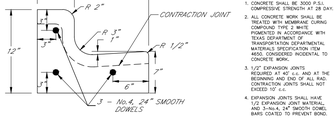
1. REDUCE NORMAL CROWN TO NO CROWN SECTION WHEN APPROACHING PERPENDICULAR TO VALLEY GUTTER.
2. REDUCE NORMAL CROWN TO HALF CROWN SECTION WHEN STREET IS PARALLEL TO VALLEY GUTTER.
3. FOR "T" INTERSECTIONS THE THROUGH STREET WILL RETAIN NORMAL CROWN & THE LEG OF THE "T" WILL REDUCE NORMAL CROWN TO NO CROWN SECTION WHEN APPROACHING PERPENDICULAR TO VALLEY GUTTER.
4. CONSTRUCTION PLANS WILL DETAIL "T" INTERSECTION WHEN DRAINAGE FLOWS ACROSS THROUGH STREET OF INTERSECTION.
5. CONSTRUCTION PLANS WILL SPECIFY RADII CURB RETURNS.
6. VALLEY GUTTERS SHALL BE 6 FEET WIDE.

CONSTRUCTION NOTES:

A. NORMAL 4" CROWN FOR RESIDENTIAL STREET.
B. TRANSITION SECTION FROM FULL CROWN TO NO CROWN SECTION.
C. NO CROWN SECTION.
D. TRANSITION SECTION FROM FULL CROWN TO NO CROWN SECTION.
E. CURB RETURN.
F. PROPERTY RETURN.
G. FLOWLINE OF VALLEY GUTTER.
H. DUMMY JOINT.

42" CONCRETE VALLEY GUTTER DETAIL

SCALE: N.T.S.

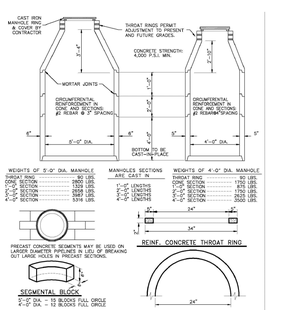


CONCRETE CURB & GUTTER

SCALE: N.T.S.

GENERAL NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. COMPRESIVE STRENGTH AT 28 DAY.
2. ALL CONCRETE WORK SHALL BE AIR ENTRAINED CONCRETE USING COMPOUND TYPE 2 W.R.T. PIGMENTED IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION MATERIALS SPECIFICATION ITEM 4650. CONSIDERED INCIDENTAL TO CONCRETE WORK.
3. 1/2" EXPANSION JOINTS REQUIRED AT 40' c.c. AND AT THE BEGINNING AND END OF ALL CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.
4. EXPANSION JOINTS SHALL HAVE 1/2 EXPANSION JOINT MATERIAL, AND 3~No.4, 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.



PRECAST CONCRETE MANHOLE DETAIL

SCALE: N.T.S.

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 MARCH 2, 2016. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX SHEET OF CALEDONIA ESTATES SUBDIVISION, PHASE II

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; REVISION NOTES.
SHEET 2	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); SUBDIVIDER'S CERTIFICATE AND STATEMENT;
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION.

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, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 4-26-2016

PROPOSED **AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **GARZA – GARZA ENGINEERING** DEVELOPER: **MIRIAM GONZALEZ**

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

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

LOCATION DESCRIPTION: **NORTH OF CURVE ROAD APPROXIMATELY 200 FEET WEST OF CESAR CHAVEZ ROAD.**

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

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **6-09-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **DRAINAGE WILL BE DETAINED WITHIN DETENTION PONDS BLEEDING OUT TO CURVE ROAD AS PART OF THE PROPOSED APARTMENT COMPLEX SITE PLAN.**

DISTANCE TO A DRAIN DITCH: **¼ MILE NORTH OF DEVELOPMENT.**

ROAD R.O.W. DEDICATION: **NO ADDITIONAL RIGHT OF WAY IS REQUIRED.**

H.C.R.O.W. FINAL APPROVAL DATE: **8-12-2015** By, **JOSE OCHOA, 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: ☒SANITARY SEWER BY: **CITY OF EDINBURG** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF CURRY ROAD.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **NORTH SIDE OF CURVE ROAD.**

H.C.O.E.C. FINAL APPROVAL DATE: **11-21-2014** : 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

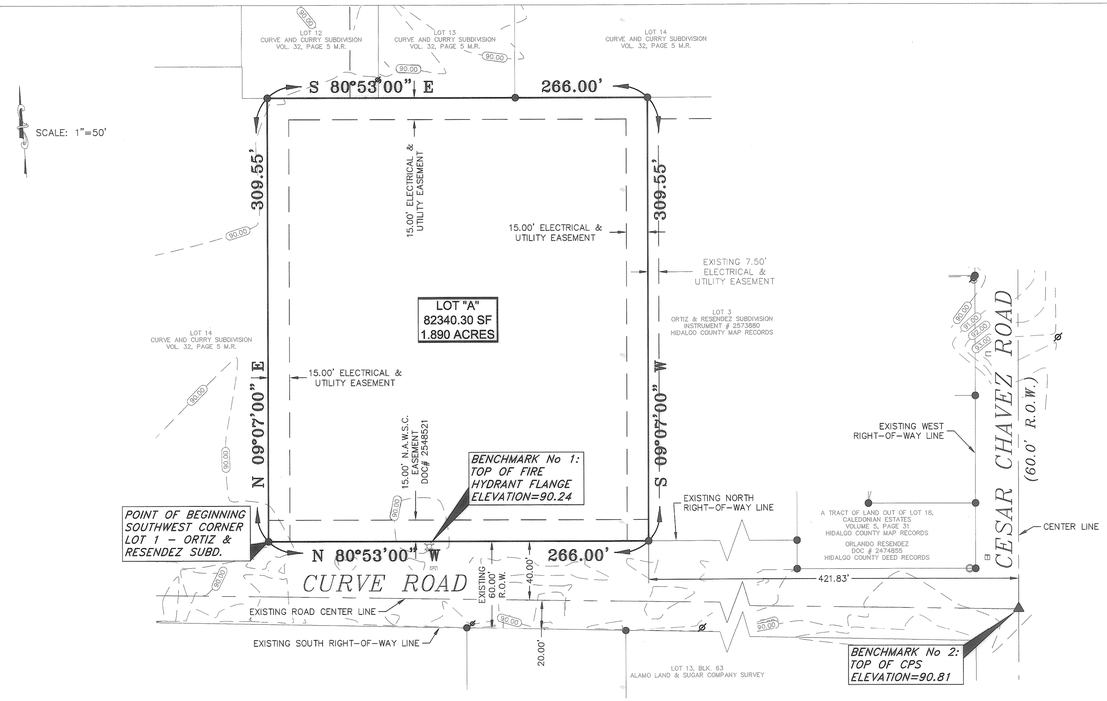
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **9-29-2015**

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*

* *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.*



LEGEND

- ● – FOUND 1/2" IRON ROD
- ⌀ – POWER POLE
- Ⓦ – WATER METER SERVICE
- ▲ – FOUND CPS
- ⛲ – FIRE HYDRANT
- -x—x- – FENCE

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, SHALL BE SEMETRY HEREINAFTER SET FORTH, 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 25 DAY OF Nov, 2015.

Miriam Gonzalez
MIRIAM GONZALEZ
3921 E. MILE 17 RD.
EDINBURG, TX 78542

G E N E R A L P L A T N O T E S & R E S T R I C T I O N S

1. FLOOD ZONE DESIGNATION: 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. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 **(REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)**

   THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. COMMUNITY-PANEL NUMBER 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

   CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 40.00 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 MULTI-FAMILY USE:
   LOT "A" SHALL BE FOR MULTI-FAMILY USES. THE ENGINEER HAS SUBMITTED PLANNING MATERIALS FOR THIS PURPOSE AND NO ALTERATIONS OR CHANGES TO THE APPROVED DESIGN OF THIS MULTI-FAMILY PROPOSAL SHALL BE MADE UNLESS A RE-SUBDIVISION PLAT IS APPROVED BY THE COUNTY FOR SUCH CHANGES. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF 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=90.24, N.A.V.D. 83; DESCRIPTION: TOP OF FIRE HYDRANT FLANGE LOCATED ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 5.0 FEET SOUTH OF EXISTING ROAD RIGHT-OF-WAY.

   B.M. NO. 2: ELEVATION=90.81, N.A.V.D. 83; DESCRIPTION: COTTON-PICKER SPINDLE (C.P.S.) FOUND AT THE INTERSECTION OF CURVE ROAD WITH CESAR CHAVEZ ROAD.

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 4.186 CUBIC-FEET OR 0.10 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES.

7. 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.

8. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO ALL APARTMENT UNITS PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

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

10. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR 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 APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

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. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS REQUIRED BY TCEQ.

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 MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

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.

17. THE DEVELOPER SHALL BE RESPONSIBLE TO PAY 100% OF THE PARKLAND FEE OF $325.00 PER APARTMENT UNIT PRIOR TO THE RECORDING OF THIS SUBDIVISION.

18. UTILITY PROVIDERS:
    POWER: AEP
    WATER: NORTH ALAMO WATER SUPPLY CORP. (NAWSC)
    SEWER: CITY OF EDINBURG

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. 1, 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; ENGINEER'S WATER AND SANITARY SEWER REPORT & CERTIFICATION; SUBDIVIDER CERTIFICATE & STATEMENT; SOIL EVALUATION REPORT INFORMATION; WATER METER DETAIL;
SHEET 3	TOPOGRAPHY; LAYOUT, GRADING AND DRAINAGE PLAN; DRAINAGE REPORT; DETENTION SWALE DETAIL; DIMENSIONED SITE PLAN;

STATE OF TEXAS – COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I (WE), MIRIAM GONZALEZ, AS OWNERS OF THE 1.89 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ 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.

Miriam Gonzalez
MIRIAM GONZALEZ
3921 E. MILE 17 RD.
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MIRIAM GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/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 HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF November, 2015.

GERARDO GARCIA
Notary Public
State of Texas
My Comm. Exp. 11-14-2019

NOTARY PUBLIC — MY COMMISSION EXPIRES 11/14/2019

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 AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 20__.

HIDALGO COUNTY JUDGE — ATTEST: HIDALGO COUNTY CLERK

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.

RAUL E. SESIN, P.E., C.F.M. — GENERAL MANAGER — 3/10/16 DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 CERTIFICATE

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS 3rd DAY OF December 2015.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE EASEMENTS, RIGHT-OF-WAYS AND/OR EASEMENTS.

PRESIDENT — SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 — EDINBURG — TEXAS

STATE OF TEXAS – CITY OF EDINBURG
PLAT APPROVAL CERTIFICATE

I, JESUS R. SAENZ, ADMINISTRATOR / DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE 22 DAY OF MARCH, 20 16 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR / DIRECTOR OF THE PLANNING AND ZONING DEPARTMENT

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:	MIRIAM GONZALEZ	3921 E. MILE 17 RD. EDINBURG, TX 78542	(956) 874-9771
ENGINEER:	INEZ B. GARZA JR. P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

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

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 11-18-15
REG. PROFESSIONAL LAND SURVEYOR NO. 5571

STATE OF TEXAS — JOSE MARIO GONZALEZ — 5571 — REGISTERED PROFESSIONAL LAND SURVEYOR

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, P.E. — DATE 11/22/15
REG. PROFESSIONAL ENGINEER NO. 60824

STATE OF TEXAS — INEZ B. GARZA JR. — 60824 — REGISTERED PROFESSIONAL ENGINEER

METES AND BOUNDS DESCRIPTION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.89 ACRE TRACT OF LAND BEING PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

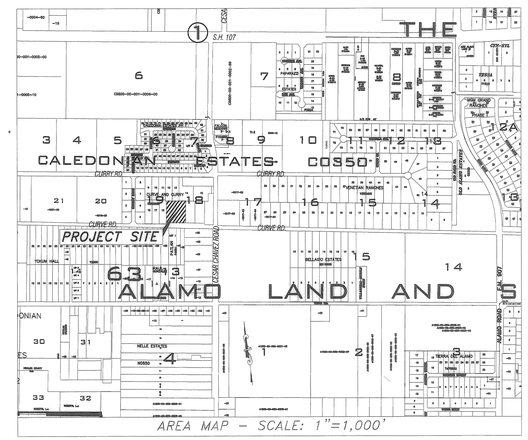
BEGINNING AT A 1/2" INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 1, ORTIZ & RESENDEZ SUBDIVISION; THENCE, N 09°07'00" E, WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 309.55 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1 AND THIS TRACT OF LAND;

THENCE, S 80°53'00" E, WITH THE NORTH LINE OF LOT 1 AND LOT 2, ORTIZ & RESENDEZ SUBDIVISION, A DISTANCE OF 266.00 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2 AND THIS TRACT OF LAND;

THENCE, S 09°07'00" W, A DISTANCE OF 309.55 FEET TO A 1/2" INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 2 AND THIS TRACT OF LAND;

THENCE, N 80°53'00" W, A DISTANCE OF 266.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1.89 ACRES OF LAND, MORE OR LESS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 IN THE NORTHEASTERN SIDE OF HIDALGO COUNTY, ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 125 FEET WEST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE U.S. CENSUS BUREAU, THE POPULATION IS 72,424 – 2010 CENSUS. AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION LIES APPROXIMATELY 3,200 FEET (0.61 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'

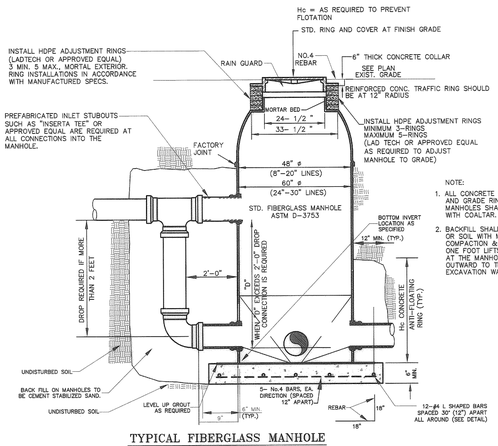
AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE OF PREPARATION: SEPTEMBER 16, 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 3



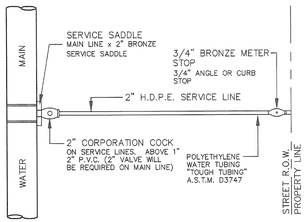
TYPICAL FIBERGLASS MANHOLE

ABBREVIATIONS

H.C.	– HANDICAPPED
R.O.W.	– RIGHT-OF-WAY
R	– RADIUS
S.F.	– SQUARE FEET
C.F.	– CUBIC FEET
FF	– FINISH FLOOR
FL	– FLOW LINE
H.C.	– HANDICAPPED
R.O.W.	– RIGHT-OF-WAY
UGC	– UNDERGROUND CABLE
TOC	– TOP OF CURB
TOW	– TOP OF WALK
TOA	– TOP OF ASPHALT
G	– GUTTER
RSD	– ROAD SIDE DITCH

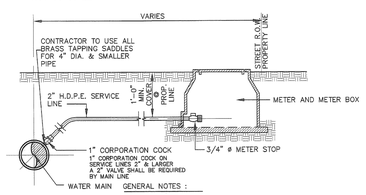
LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 1/2" IRON PIPE
- ○ – SET 1/2" IRON ROD
- ⌀ – SET NAIL
- ▲ – FOUND CPS
- G – GAS MARKER
- ⌀ – POWER POLE
- T – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- ⋈ – WATER VALVE
- W – WATER METER SERVICE
- S – SEWER SERVICE
- ⚹ – FIRE HYDRANT
- Ⓢ – SANITARY SEWER MANHOLE
- Ⓓ – STORM DRAIN MANHOLE
- D – STORM DRAIN INLET
- ▤ – STORM DRAIN GRATED INLET
- –o–o– – OVERHEAD ELECTRIC
- –□–□– – FENCE (CEDAR)
- –x–x– – FENCE
- ~~~ – DRAINAGE FLOW PATTERN
- EXISTING ELEVATIONS – NATURAL GROUND
- EDGE OF PAVEMENT (TOP)
- TOP OF ASPHALT
- P.T.=X.XX – PROPOSED TOP ELEVATION
- – TRAFFIC FLOW



TYPICAL SINGLE WATER SERVICE CONNECTION

NOT TO SCALE



GENERAL NOTES :

1. DRAWINGS INDICATE H.D.P.E. SERVICE LINES.
2. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
3. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 4" P.V.C. SCH40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 2.5 FEET ON EACH SIDE.

TYPICAL WATER SERVICE CONNECTION

NOT TO SCALE

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:

I (WE), MIRIAM GONZALEZ SUBDIVIDER(S) OF AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND/OR CITY OF EDINBURG 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.

Miriam Gonzalez
MIRIAM GONZALEZ
3921 E. MILE 17 RD.
EDINBURG, TX 78542

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MIRIAM GONZALEZ PROVED TO ME THROUGH HIS/HER/THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE(S) TO BE THE PERSON(S) WHOSE NAME(S) IS/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 HE/SHE/THEY EXECUTED THE SAME FOR THE PURPOSED AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF November, 2015.

NOTARY PUBLIC

11/14/2019
MY COMMISSION EXPIRES

NOTARY PUBLIC STATE OF TEXAS
GERARDO GARCIA
Notary Public
State of Texas
My Comm. Exp. 11-14-2019

FINAL ENGINEERING REPORT FOR AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ 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 EACH OF THESE LOTS 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 AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" (INCH) WATER LINE ON THE NORTH SIDE OF CURVE ROAD. THERE IS AN EXISTING FIRE HYDRANT ALONG THE NORTH SIDE OF CURVE ROAD APPROXIMATELY 112.00 FEET EAST OF THE WEST PROPERTY LINE. THIS PROPERTY HAS (2) 3/4" (INCH) DIAMETER SERVICE LINES THAT WILL BE REMOVED. THIS LOT WILL BE SERVICED BY (1) 2" (INCH) DIAMETER SINGLE SERVICE LINE GOING INTO THE METER BOX, TOTALING (1) METER. THE SUBDIVIDER HAS PAID A TOTAL OF $ 2,550 OR $ 2,550 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 $ 7,435 , OR $ 7,435 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.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION WILL BE TREATED BY WASTEWATER SERVICE FROM CITY OF EDINBURG. THE SUBDIVIDER AND CITY OF EDINBURG, HAVE ENTERED INTO A CONTRACT IN WHICH CITY OF EDINBURG HAS PROMISED TO TREAT THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND CITY OF EDINBURG HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

CITY OF EDINBURG HAS AN EXISTING SANITARY SEWER MANHOLE AT THE NORTHWEST CORNER OF COWBOY DRIVE AND CURRY ROAD. FROM THE EXISTING MANHOLE THERE IS AN EXISTING 8" DIAMETER SEWER LINE RUNNING NORTH ALONG THE WEST SIDE OF THE RIGHT-OF-WAY OF COWBOY DRIVE.

THE WASTEWATER SYSTEM FOR AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING SANITARY SEWER MANHOLE. THIS 8" LINE THEN RUNS EAST ALONG THE NORTH SIDE OF CURRY ROAD RIGHT-OF-WAY TO A 48" SANITARY SEWER MANHOLE APPROXIMATELY 6.35 FEET EAST OF THE SOUTHWEST CORNER OF LOT 11 OUT OF CALEDONIA ESTATES SUBDIVISION PHASE I. THE 8" LINE THEN RUNS SOUTH CROSSING CURRY ROAD AND CONTINUING WITHIN AN EXISTING 15.00 FT. UTILITY EASEMENT ALONG THE EAST SIDE OF LOT 12 OUT OF CURVE AND CURRY SUBDIVISION ENDING WITH A 48" SANITARY SEWER MANHOLE WITHIN THE PROPOSED SUBDIVISION. THEN A 6" SANITARY SEWER SERVICE LINE SYSTEM CONNECTS TO EACH DUPLEX BUILDING WITH 4" DIAMETER SEWER SERVICES.

ALL SANITARY SEWER SYSTEM, INCLUDING THE 8" LINE, 6" SERVICE LINE, 4" SERVICES AND THREE (3) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 35,005.00 OR $ 35,005.00 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID CITY OF EDINBURG THE SUM OF $3,652.23 WHICH COVERS THE $3,652.23 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 APARTMENT DUPLEXES IN THE SUBDIVISION TO CITY OF EDINBURG. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY CITY OF EDINBURG AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ACTUAL COSTS FOR THE INSTALLED WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – 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 $ 9,985 , FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $ 9,985 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED AND THE TOTAL COST WAS $38,857.23 FOR THE ENTIRE SUBDIVISION, WHICH EQUALS TO $38,857.23 PER LOT (ALL INCLUSIVE).

INEZ B. GARZA JR., P.E.
REG. PROFESSIONAL ENGINEER NO. 60824
11/22/15
DATE

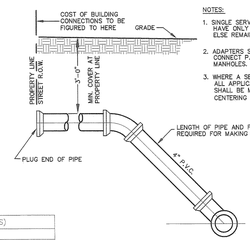
STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER

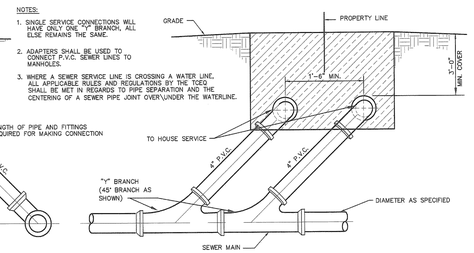
COST OF IMPROVEMENTS	
WATER SERVICE INSTALLATION W/FEES	$ 9,985.00
SANITARY SEWER SYSTEM W/FEES	$38,857.23
TOTAL	$48,842.23

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.





TYPICAL SANITARY SEWER SERVICE CONNECTION

NOT TO SCALE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION "AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ 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 AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA DE AGUA DE 8" (PULGADAS) DE DIAMETRO EN EL LADO NORTE DE LA CALLE "CURVE". HAY UNA TOMA DE FUEGO EN EL LADO NORTE DE LA CALLE "CURVE" APPROXIMADAMENTE 112.00 PIES DE ESTE DE LA LINEA DE PROPIEDAD DELADO OESTE. ESTA PROPIEDAD TIENE (2) SERVICIOS DE AGUA DE 3/4" (PULGADA) DE DIAMETRO QUE SERAN REMOVIDOS. ESTE SOLAR SERA SERVIDO POR (1) SERVICIO SINGULAR DE 2" (PULGADA) DE DIAMETRO CONECTANDO ALA CAJA DEL MEDIDOR, CON UN TOTAL DE 1 MEDIDOR. EL SUBDIVIDOR A PAGADO UNA CANTIDAD TOTAL DE $ 2,550 O $ 2,550 POR SOLAR, PARA LA CONSTRUCCION DE TODO EL SISTEMA DE AGUA YA MENCIONADO. EL SERVICIO DE AGUA CON LAS CAJAS DE MEDIDOR YA HAN SIDO INSTALADAS. EL SUBDIVIDOR TAMBIEN HA PAGADO HA "NAWSC" UNA SUMA DE $ 7,435 TOTAL, $ 7,435 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 RELACCIONADAS 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 PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE LA CIUDAD DE EDINBURG. EL DUEÑO DE LA SUBDIVISIÓN Y LA CIUDAD DE EDINBURG HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. LA CIUDAD DE EDINBURG HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

LA CIUDAD DE EDINBURG TIENE UNA ALCANTARILLA EXISTENTE EN LA ESQUINA NOROESTE DE LAS CARRETERAS "COWBOY DRIVE" Y "CURRY ROAD". DE LA ALCANTARILLA EXISTENTE HACIA EL NORTE HAY UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA "COWBOY DRIVE".

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON LA ALCANTARILLA EXISTENTE. ESTA LINEA DE 8 PULGADAS CUAL SIGUE HACIA EL ESTE POR EL LADO NORTE DE LA CALLE "CURRY ROAD", TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA APPROXIMADAMENTE 6.35 PIES ESTE DE LA ESQUINA SUROESTE DEL LOTE 11 DE LA SUBDIVISION "CALEDONIA ESTATES SUBDIVISION PHASE I". ESTA LINEA DE 8 PULGADAS DE DIAMETRO CONTINUA HACIA EL SUR CRUZANDO LA CALLE "CURRY ROAD" Y PASANDO POR ENTRE UN DERECHO DE PASO DE 15.00 PIES QUE ESTA UBICADO EN EL LADO ESTE DEL LOTE 12 DE LA SUBDIVISION "CURVE AND CURRY SUBDIVISION" Y TERMINANDO CON UNA ALCANTARILLA DE 48 PULGADAS DE DIAMETRO ADENTRO DE ESTE DESAROLLO O SUBDIVISION. ADENTRO DE LA SUBDIVISION UN SISTEMA DE CONDUCTOS DE DRENAJE DE 6 PULGADAS DE DIAMETRO CON LINEAS DE SERVICIOS DE 4 PULGADAS QUE SE CONECTAN A CADA EDIFICIO "DUPLEX".

TODO EL SISTEMA DE DRENAJE SANITARIO INCLUYENDO LA LINEA DE 8 PULGADAS, LA LINEA DE SERVICIO DE 6 PULGADAS, LOS SERVICIOS DE 4 PULGADAS, Y LAS TRES (3) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 35,005.00 O $ 35,005.00 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA CIUDAD DE EDINBURG UN COSTO TOTAL DE $3,652.23 , O $3,652.23 POR LOTE PARA TODAS LAS CUOTAS O MEMBRESIAS RELACIONADAS CON EL SISTEMA DE DRENAJE SANITARIO. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

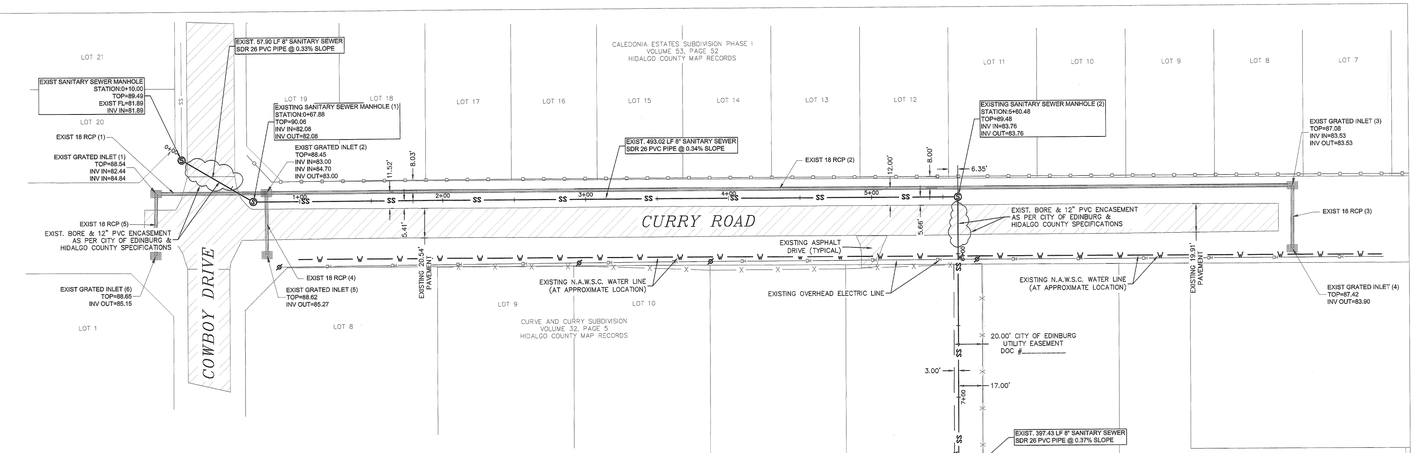
CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS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

AGUA: TODO EL SISTEMA/SERVICIO DE AGUA A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA, A UN COSTO TOTAL DE $ 9,985 , O $ 9,985 POR LOTE.

DRENAJE: TODO EL SISTEMA DE DRENAJE SANITARIO A SIDO INSTALADO Y COMPLETAMENTE CONSTRUIDO A UN COSTO TOTAL DE $ 38,857.23 O $ 38,857.23 POR LOTE (TODO INCLUIDO).

INEZ B. GARZA JR., P.E.
REG. PROFESSIONAL ENGINEER NO. 60824
11/22/15
DATE

STATE OF TEXAS
INEZ B. GARZA JR.
60824
REGISTERED PROFESSIONAL ENGINEER



MAP OF WATER DISTRIBUTION & SANITARY SEWER SYSTEM

SCALE: 1"=50'

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS:

NAME		ADDRESS	PHONE(S)
OWNER: MIRIAM GONZALEZ		3921 E. MILE 17 RD. EDINBURG, TX 78542	(956) 874-9771
ENGINEER: INEZ B. GARZA JR.	P.E.	3011 SAN FELIPE ST. – SAN JUAN, TX 78589	(956) 905-2360
SURVEYOR: JOSE MARIO GONZALEZ	R.P.L.S.	24593 FM 88 – MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5156

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. 1, SURVEYOR'S, ENGINEER'S, H.C.H.D., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
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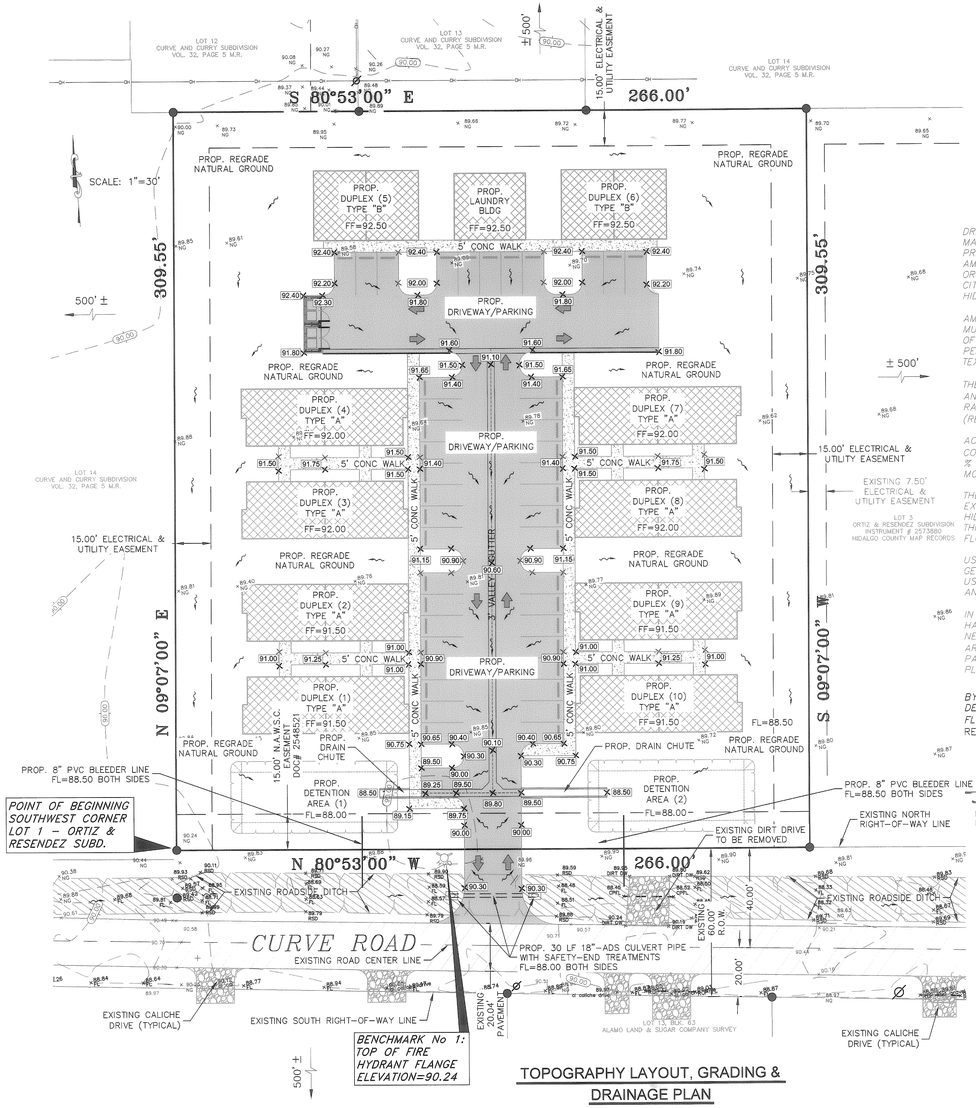
SHEET 3	TOPOGRAPHY LAYOUT, GRADING AND DRAINAGE PLAN; DRAINAGE REPORT; DETENTION SWALE DETAIL; DIMENSIONED SITE PLAN;

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

DATE OF PREPARATION: SEPTEMBER 16, 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: 2 OF 3



TOPOGRAPHY LAYOUT, GRADING & DRAINAGE PLAN

DRAINAGE STATEMENT
MAY 11, 2015
PREPARED BY: INEZ B. GARZA JR., P.E.
AMENDED PLAT FOR LOT 1 & LOT 2
ORTIZ & RESENDEZ SUBDIVISION
CITY OF EDINBURG E.T.J.
HIDALGO COUNTY, TEXAS

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION IS A (1) ONE LOT MULTI-FAMILY RESIDENTIAL SUBDIVISION CONSISTING OF A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE SUBDIVISION IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL No. 480334 0325 D, MAP REVISED JUNE 6, 2000. (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P)

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) WITH 0 TO 1 % SLOPES. THIS SOIL IS WELL-DRAINED, SURFACE RUNOFF MODERATE, PERMEABILITY IS MODERATE TO HIGH, AND THE WATER CAPACITY IS HIGH.

THERE IS AN EXISTING ROADSIDE DITCH ON FRONT OF THIS PROPERTY ALONG CURVE ROAD. EXISTING RUNOFF SHEET FLOWS OVERLAND IN A NORTHEASTERLY DIRECTION TO AN EXISTING HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH, APPROXIMATELY 1,500 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 2.59 CFS OF STORM RUNOFF ON THIS PROPERTY. WE HAVE ALSO USED THE RATIONAL METHOD TO DETERMINE THAT THE IMPROVED SUBDIVISION WILL GENERATE AN ESTIMATED 7.98 CFS OF RUNOFF FOR THE 25-YEAR RAINFALL EVENT.

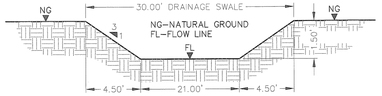
IN ACCORDANCE WITH HIDALGO COUNTY'S AND CITY OF EDINBURG'S DRAINAGE REQUIREMENTS, WE HAVE CALCULATED THAT APPROXIMATELY 4,186 CF OR 0.10 AC-FT OF STORM RUNOFF WILL NEED TO BE DETAINED ONSITE. THIS RUNOFF WILL BE DETAINED ON PROPOSED DRAINAGE GREEN AREAS / SWALES. OVERFLOW WILL BE RELEASED TO FOLLOW THE NATURAL DRAINAGE PATTERNS OF THE AREA. A DRAINAGE PLAN MUST BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT BEFORE ISSUANCE OF A BUILDING PERMIT.

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NO. 480334 0325 D, MAP REVISED JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001 CASE No. 01-06-1095P).

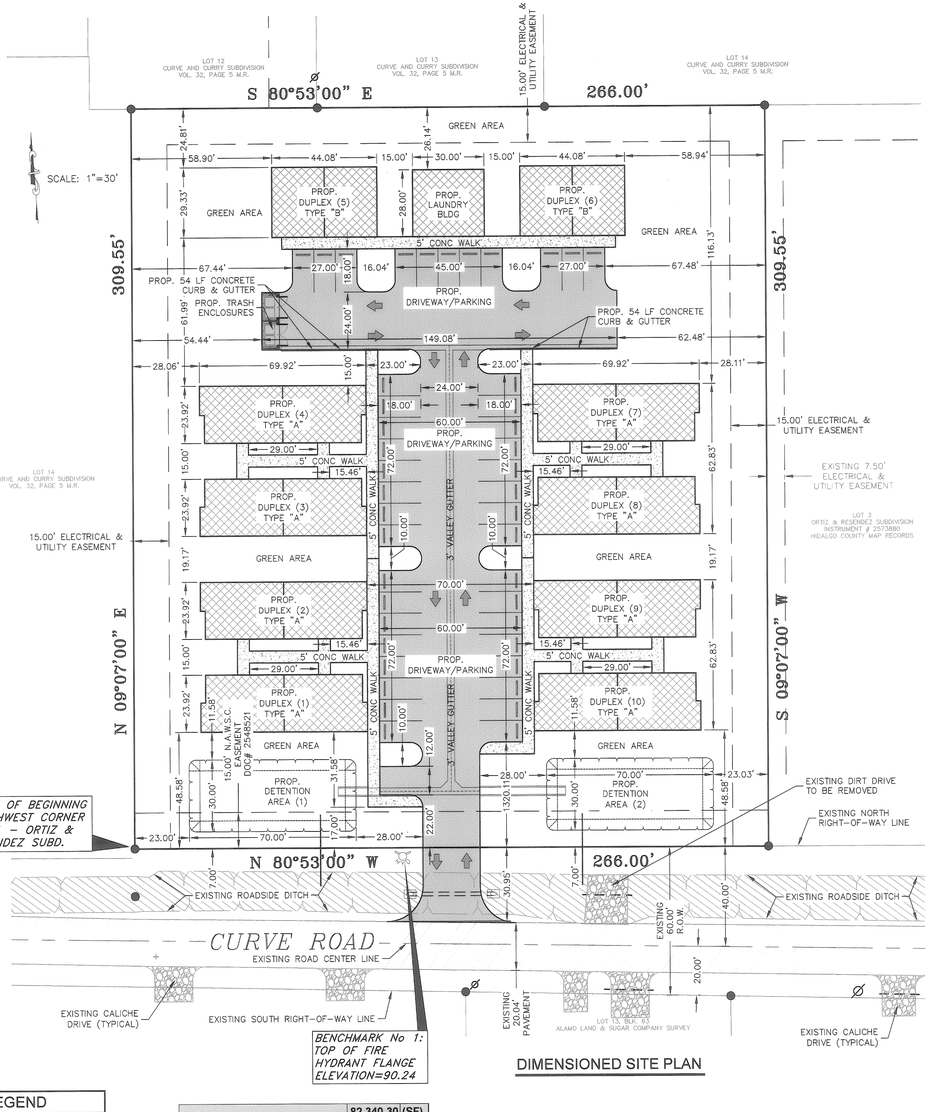
INEZ B. GARZA JR., P.E. 11/22/15
REG. PROFESSIONAL ENGINEER NO. 60824 DATE

STATE OF TEXAS · INEZ B. GARZA JR. · 60824 · REGISTERED PROFESSIONAL ENGINEER

LOT "A"	82,340.30	(SF)
	1.890	(AC)
STORM WATER DETENTION REQUIRED	4186	(CF)
STORM WATER DETENTION PROVIDED	4667	(CF)



DRAINAGE SWALE CROSS-SECTION
NOT TO SCALE



DIMENSIONED SITE PLAN

ABBREVIATIONS

H.C.	HANDICAPPED
R.O.W.	RIGHT-OF-WAY
R	RADIUS
S.F.	SQUARE FEET
C.F.	CUBIC FEET
FF	FINISH FLOOR
FL	FLOW LINE
H.C.	HANDICAPPED
R.O.W.	RIGHT-OF-WAY
UGC	UNDERGROUND CABLE
TOC	TOP OF CURB
TOW	TOP OF WALK
TOA	TOP OF ASPHALT
G	GUTTER
RSD	ROAD SIDE DITCH

LEGEND

- ● – FOUND 1/2" IRON ROD
- ◉ – FOUND 1/2" IRON PIPE
- ○ – SET 1/2" IRON ROD
- ⊘ – SET NAIL
- ▲ – FOUND CPS
- G – GAS MARKER
- ⌀ – POWER POLE
- T – TELEPHONE PEDESTAL
- E – ELECTRICAL BOX
- ⋈ – WATER VALVE
- W – WATER METER SERVICE
- S – SEWER SERVICE
- FH – FIRE HYDRANT
- S – SANITARY SEWER MANHOLE
- D – STORM DRAIN MANHOLE
- D – STORM DRAIN INLET
- ▤ – STORM DRAIN GRATED INLET
- —o—o— – OVERHEAD ELECTRIC
- —□—□— – FENCE (CEDAR)
- —x—x— – FENCE
- ~~~ – DRAINAGE FLOW PATTERN

EXISTING ELEVATIONS
- 90.00 NG – NATURAL GROUND
- 90.00 EP – EDGE OF PAVEMENT (TOP)
- 90.00 TA – TOP OF ASPHALT

P.E.=90.00 – PROPOSED TOP ELEVATION

– TRAFFIC FLOW

LOT "A"	82,340.30	(SF)
	1.890	(AC)
TYPE "A" DUPLEX AREA	1624	(SF)
No. OF DUPLEXES	8	(EA)
TOTAL TYPE "A" DUPLEX AREA	12992	(SF)
TYPE "B" DUPLEX AREA	1294	(SF)
No. OF DUPLEXES	2	(EA)
TOTAL TYPE "A" DUPLEX AREA	2588	(SF)
LAUNDRY BUILDING AREA	840	(SF)
TOTAL BUILDING AREA	**16420**	**(SF)**
PARKING / DRIVES	**16706**	**(SF)**
CONCRETE WALK WAYS	**4162**	**(SF)**
TOTAL IMPROVEMENTS	**37288**	**(SF)**
GREEN AREA REQUIRED (10%)	8234.03	(SF)
GREEN AREA PROVIDED	45,052.30	(SF)
	55%	
PARKING SPACES REQUIRED	38	(EA)
PARKING SPACES PROVIDED	43	(EA)

AMENDED PLAT FOR LOT 1 & LOT 2 ORTIZ & RESENDEZ SUBDIVISION

A 1.89 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND LOT 2 OUT OF ORTIZ & RESENDEZ SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED UNDER INSTRUMENT No. 2573880, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

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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.

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

DATE OF PREPARATION: SEPTEMBER 16, 2015
GARZA-GARZA CONSULTING ENGINEERS
FIRM REGISTRATION No. F-004983
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OFFICE: (956) 905-2360
CELL: (956) 451-4729

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

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 Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING**

Date: **APRIL 20, 2016**

Re: **ANALI SUBDIVISION – PCT. 3**

ON FEBRUARY 23, 2016, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF EIGHTEEN THOUSAND DOLLARS ($18,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING THE REIMBURSEMENT IN THE AMOUNT OF EIGHTEEN THOUSAND DOLLARS ($18,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWELVE (12) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWELVE (12) SEPTIC TANK SYSTEMS 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 EIGHTEEN THOUSAND DOLLARS ($18,000.00) FOR THE AFOREMENTIONED IMPROVEMENT.

CASH DEPOSIT
ORIGINAL AMOUNT $18,000.00

REQUEST FOR 1ST REIMBURSEMENT:
$18,000.00

REMAINING BALANCE AFTER APPROVAL:
$0

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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HIDALGO COUNTY PLANNING DEPARTMENT

Date 7/05 20 16

Received of: Osbel Flores $ 18,000.00

Eighteen thousand + 00/100 Dollars

Subdivision: Anali Subdivision

Cash ____ Check # 502677718 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 # - 1100-341-30-210-001-0-000
Filing / Review Fee ____
2% Inspection Fee ____
Maps ____
Subd. Rules Book ____
Other ____
TOTAL

o ESCROW
1/3 Paving
Septic Tank - $ 18,000.00
Acct # - 1100-211-00-000-018-0-000
Other
Acct # - 1100-211-00-000-026-0-000
TOTAL $ 18,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2/4
RECEIPT
73098 -2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW / ESTE DOCUMENTO CONTIENE UNA MARCA DE AGUA VERDADERA - TIENENLA A LA LUZ PARA VER

BBVA Compass **CASHIER'S CHECK** 502677718
CHEQUE DE CAJA 61-118/620

Date/Fecha: 02/05/2016 200

PAY TO THE ORDER OF HIDALGO COUNTY
Paguese por este cheque a lo orden de

****** $18,000.00 ******

*** EIGHTEEN THOUSAND DOLLARS AND 00 CENTS ***

Remitter/Remitente: OSBEL FLORES
Description/Descripción: ANALI SUB SEPTIC TANK ESCROW

Drawee:
Compass Bank
Birmingham, AL 35233

AUTHORIZED SIGNATURE / FIRMA AUTORIZADA

Características de la Seguridad incluidas. Vea Detrás Cheque.

⑈502677718⑈ ⑆062001186⑆ 151 5611 2⑈

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

April 20, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: ANALI SUBDIVISION

Dear Mr. Arredondo:

According to our records, **12** out of **12** lots in **ANALI SUBDIVISION** have septic tank systems installed and can be expected to function properly. **ANALI SUBDIVISION** is located on **9 Mile** and **Moorefield Rd.** in Mission Tx.

Sincerely,

Roberto Serna
Executive Assistant

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

AI-54299 Precinct #1 16. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Julia Sullivan, PUBLIC AFFAIRS

Submitted By: Julia Sullivan, PUBLIC AFFAIRS

Department: PUBLIC AFFAIRS

Information

CAPTION

Proclamation in Honor of the Progreso High School Red Ants Soccer Team

BACKGROUND

Fiscal Impact

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 10:00 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Julia Sullivan Started On: 04/21/2016 09:47 AM

Final Approval Date: 04/22/2016

PROCLAMATION IN HONOR OF THE PROGRESO HIGH SCHOOL RED ANTS VARSITY SOCCER TEAM

WHEREAS, the Progreso High School Red Ants Varsity Soccer team recently celebrated its most successful season, for the first time advancing to the regional semifinals, regional finals, state semifinals, and the state finals; and

WHEREAS, comprised of four coaches and 26 players. The Red Ants ended this season with a record of 22-6-2, marking it as the winningest season in team history; and

WHEREAS, the team is comprised of players Arturo Gallegos (#01); Hugo Guajardo (#1); Hector Avila (#2); Samuel Almaguer (#3); Fernando Rios (#4); Juan Puentes (#5); Fabrizzio Gonzalez (#6); Eulises Salinas (#7); Jordi Gaytan (#8); Jonathan Contreras (#9); Rogelio Zamora (#10); Francisco Pineda (#11); Chris Rojas (#12); Alessandro Gonzalez (#13); Jacob Martinez (#14); Anthony Vasquez (#15); Omar Anguiano (#16); Cristian Chavez (#17); Rodrigo Blanco (#18); Arturo Almaguer (#19); Oziel Jaramillo (#20); Oscar Munoz (#21); Jesus Trevino (#22); Manuel Moreno (#23); Everado Esparza (#24); and Miguel Puentes (#25); and

WHEREAS, Athletic Director and Head Coach Margarito Jimenez, Jr., Assistant Coaches Frank Martinez, Tony Constante, and Manny Garcia spent countless hours mentoring and training the team in preparation for the journey through this year's victorious soccer season; and

WHEREAS, these young athletes have displayed incredible discipline, determination and success, bringing great pride to their families, school, city, Hidalgo County and the sport of soccer; and

WHEREAS, as the Red Ants finished number one in their district, they went on to become District Champions, Bi-district Champions, Area Champions, Regional Quarterfinal Champions, Regional Champions, and finished the season as Texas UIL 4A State Runner-up.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors the Progreso High School Red Ants for their teamwork, dedication, and sportsmanship and congratulates them on their victorious season.

Dated this 26th day of April 2016

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-54307 Precinct #4 17. A.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Jesse Ozuna, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Appointment of member to the Hidalgo County Housing Authority

BACKGROUND

Current appointed member is Oscar Castaneda and it expires this year May 2016.

Fiscal Impact

Attachments

bylaws

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 02:52 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/21/2016 02:22 PM

Final Approval Date: 04/22/2016

BYLAWS OF THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS

ARTICLE I – THE AUTHORITY

Section 1. Name of Authority. The name of the Authority shall be "THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO, TEXAS" (AUTHORITY).

Section 2. Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

Section 3. Office of Authority. The offices of the Authority shall be at such places in the County of Hidalgo, Texas, as the Board of Commissioners of the Authority may from time to time designate by resolution.

Section 4. Authorization. The Authority was created by Resolution adopted by the Commissioners Court of the County of Hidalgo on May 4, 1948 pursuant to Article1269K V.T.C.S.

ARTICLE II – COMMISSIONERS

Section 1. Appointment. The Authority shall be governed by a Board of Commissioners of five persons appointed by the Commissioners Court of Hidalgo County for two year terms pursuant to Article 1269K, V.T.C.S. The Authority shall act only through its Board of Commissioners except as specifically authorized herein. The

present Commissioners and their terms are set forth as follows:

Name	Term
Commissioner Lita Leo	May, 2014 – May, 2016
Commissioner Eloy Avila	May, 2015 – May, 2017
Commissioner Alberto Trevino	May, 2014 – May, 2016
Commissioner Oscar Castaneda	May, 2014- May, 2016
Commissioner Oscar Ramirez	May, 2015- May, 2017
Secretary to the Board Mike Lopez	May, 2015- May, 2016

Section 2. Compensation. Commissioners shall receive no compensation for their services but shall be entitled to reimbursement for necessary expenses, including travel expenses, incurred in the discharge of duties as a commissioner.

ARTICLE III – OFFICERS

Section 1. Officers. The officers of the Authority shall be a Chairman, a Vice-Chairman and a Secretary (who shall be the Executive Director).

Section 2. Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments on behalf of the Authority and perform all other duties incident to this office.

Section 3. Vice-Chairman. The Vice-Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman and in case of the resignation or death of the Chairman, the Vice-Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4. Secretary. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority, and record all votes and keep a record of the minutes of the Authority and shall perform all duties incident to this office. The Secretary shall keep in safe custody the seal of the Authority and shall have the power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

Section 5. Election of Officers. The officers of the Authority shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year or until their successors are elected and qualified. In case of the absence or incapacity or both the Chairman and Vice-Chairman, the other Commissioners of the Authority may elect an Acting Chairman to serve during the period of absence or incapacity of the Chairman and Vice-Chairman.

Section 6. Attendance-Removal. Should any Commissioner miss three consecutive regular meetings without being excused by the remaining Commissioners, the office shall be declared vacant and filled in accordance with these Bylaws.

Section 7. Vacancies of Office. Should the offices of Chairman and Vice-Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Should the office of any Commissioner be declared vacant, the Commissioners Court of Hidalgo County shall appoint a replacement.

ARTICLE IV – EXECUTIVE DIRECTOR

Section 1. Appointment- Duties. The Board of Commissioners shall appoint an Executive Director of the Authority who shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Board of Commissioners of the Authority. The Executive Director shall have primary responsibility for management of the housing projects of the Authority and supervision of personnel. The Executive Director shall also serve as Secretary of the Board of Commissioners.

Section 2. Other Duties. The Executive Director shall have primary responsibility for the care, custody and management of all funds of the Authority and shall deposit the same in such bank or banks as the Board of Commissioners of the Authority may select. The Executive Director shall prepare all orders and checks for the payment of money and shall pay out and disburse such money under the direction of the Board of Commissioners of the Authority. Except as otherwise authorized by Resolution of the Authority, all such orders and checks shall be signed by the Executive Director and one other member of the Board of Commissioners. The Executive Director shall keep regular books of account showing receipts and expenditures and shall render to the Board of Commissioners of the Authority, at each regular meeting (or more often if requested), an account of the transactions and financial condition of the Authority.

Section 3. Bond. The Executive Director and all other employees responsible for handling Authority funds shall give such bond for the performance of their duties as required by the Board of Commissioners and in accordance with any applicable laws.

Section 4. Compensation. The compensation of the Executive Director shall be determined by the Board of Commissioner of the Authority.

ARTICLE V – ADDITIONAL EMPLOYEES

The Authority may from time to time employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Housing Authorities Law of the State of Texas, and all other applicable laws. The selection and compensation such personnel shall be determined by the Authority subject to applicable laws.

ARTICLE VI – MEETINGS

Section 1. Regular Meetings. The Board of Commissioners of the Authority shall have at least one regular meeting each month on the last Wednesday at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the meeting shall be re-scheduled by the Chairman of the Board of Commissioners.

Section 2. Annual Meetings. The annual meeting of the Board of Commissioners of the Authority shall be held on the last Wednesday of May each year at such time and at such locations as determined by the Chairman of the Board of Commissioners. If such date falls on a legal holiday, the annual meeting shall be rescheduled by the Chairman of the Board of Commissioners.

Section 3. Special Meeting. The Chairman of the Board of Commissioners may call Special Meetings as necessary for the conduct of Authority business and shall call a Special Meeting at the request of the at least three members of the Board of Commissioners, such meeting to be held within seven (7) days of such request.

Section 4. Quorum. A quorum at any meeting shall consist of three Commissioners present and voting.

ARTICLE VII – ANNUAL BUDGET AND AUDIT

A. ANNUAL BUDGET:

The Board of Commissioners shall adopt a budget for the forthcoming year at the annual meeting subject to the following restrictions:

1. No expenditure may be approved or authorized which is inconsistent with these Bylaws or applicable law or regulations.
2. Budget expenditures shall not exceed funds available for the forthcoming year.

B. FINANCIAL AUDIT:

At the annual meeting, the Board shall select a certified public accountant to provide an annual audit report for the preceding year. The audit shall be due on or before August 30 of each year unless extended by the Board.

ARTICLE VIII – RESTRICTIONS ON COMMISSIONERS AND EMPLOYEES

Section 1. Interested Commissioners or Employees. No Commissioner or employee of this Authority shall acquire any interest direct or indirect in any housing project or in any property included or planned to be included in any project, nor any

interest or indirect in any contract or proposed contracts for materials or services to be furnished or used in connection with any housing project. If any Commissioner or employee of the Authority owns or controls an interest direct or indirect in any property included or planned to be included in any housing project, the Commissioner or employee immediately shall disclose the same in writing to the Authority and such disclosure shall be entered upon the minutes of the Authority. Failure to so disclose such interest shall constitute misconduct in office.

Section 2. Removal of Commissioners. For inefficiency or neglect of duty or misconduct in office, a Commissioner of the Authority may be removed by the Commissioners Court of Hidalgo County, but a Commissioner shall be removed only after being given a copy of the charges at least ten (10) days prior to hearing thereon and provided with an opportunity to be heard in person or by counsel. In the event of the removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed in the office of the County Clerk of Hidalgo County.

ARTICLE IX – POWERS OF AUTHORITY

The Authority shall constitute a public body corporate and politic exercising public and essential governmental functions, and having all the powers necessary or convenient to carry out and effectuate its purposes including the following powers in addition to others herein granted:

Section 1. To sue and to be sued; to have a seal and to alter the same at pleasure; to have perpetual succession; to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the Authority; and to make and from time to time amend and repeal ByLaws, rules, and regulations, not in

consistent with applicable law, to carry into effect the powers and purposes of the Authority.

Section 2. Within Hidalgo County: to prepare, carry out, acquire, lease, and operate housing projects; to provide for the construction, reconstruction, improvement, alteration, or repair of any housing project or any part thereof.

Section 3. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works, or facilities for, or in connection with, a housing project or the occupants thereof; and (notwithstanding anything to the contrary contained in any applicable law) to include in any contract in connection with a project, stipulations requiring that the contractor and any subcontractors comply with the requirements as to minimum wages and maximum hours of labor, and comply with any conditions which the Federal Government may have attached to financial aid of the project.

Section 4. To lease or rent any dwellings, houses, accommodations, lands, buildings, structures, or facilities embraced in any housing project and to establish and revise the rents or changes therefore; to own, hold, and improve real or personal property; to purchase, lease, obtain options upon, acquire by gift, grant, request, devise, or otherwise any real or personal property or any interest therein; to acquire by the exercise of the power of eminent domain any real property; to sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein, to insure or provide for the insurance of any real or personal property or operations of the Authority against any risks or hazards; to procure insurance or guarantees from the Federal Government of the payment of any debts or parts thereof (whether or not incurred

by said Authority) secured by mortgages on any property included in any of its housing projects.

Section 5. To invest any funds held in reserves or sinking funds, or any funds not required for immediate disbursement, in property or securities in which savings banks may legally invest funds subject to their control; to purchase its bonds at a price not more than the principal amount thereof and accrued interest, all bonds so purchased to be cancelled.

Section 6. Within Hidalgo County: to investigate into living, dwelling, and housing conditions and into the means and methods of improving such conditions; to determine where slum areas exist or where there is a shortage of decent, safe, and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, replanning, and reconstructing of slum areas, and the problem of providing dwelling accommodations for persons of low income, and to cooperate with the State of Texas or any political subdivision thereof in action taken in connection with such problems; and to engage in research, studies and experimentation on the subject of housing.

Section 7. Acting through one or more Commissioners or other person or persons designated by the Authority; to conduct examinations and investigations and to hear testimony and take proof under oath at public or private hearings on any matter material for its information; to administer oaths, issue subpoenas requiring the attendance of witnesses or the production of books and papers and to issue commissions for the examination of witnesses who are outside the State or unable to attend before the Authority, or excused from attendance; to make available to appropriate agencies

(including those charged with the duty of abating or requiring the correction of nuisances or like conditions, or of demolishing unsafe or unsanitary structures within its area of operation) its findings and recommendations with regard to any building or property where conditions exist which are dangerous to the public health, morals, or safety or welfare.

Section 8. To exercise all or any part or combination of powers granted by law.

ARTICLE X – OPERATION NOT FOR PROFIT

It is hereby declared to be the policy of the Authority to manage and operate its housing projects in an efficient manner so as to enable the Authority to fix the rentals for dwelling accommodations at the lowest possible rates consistent with providing decent, safe and sanitary dwelling accommodations. The Authority shall not construct or operate any such project for profit, or as a source of revenue to Hidalgo County. To this end, the Authority shall fix the rentals for dwellings at no higher rates than necessary in order to produce revenues which (together with all other available moneys, revenues, income, and receipts from whatever sources derived) will be sufficient (a) to pay, as the same become due, the principal and interest on the bonds of the Authority; (b) to meet the cost of, and to provide for, maintaining and operating the projects (including the cost of any insurance) and the administrative expenses of the Authority; and (c) to create (during not less than six (6) years immediately succeeding its issuance of any bonds) a reserve sufficient to meet the largest principal and interest payments which will be due on such bonds in any one year thereafter and to maintain such reserve.

ARTICLE XI – RENTALS AND TENANT SELECTION

In the operation or management of housing projects the Authority shall at all times observe the following duties with respect to rentals and tenant selection:

(a) Rent or lease dwelling accommodations only to persons of low income and at rentals within the financial reach of such persons.

(b) Rent or lease to a tenant dwelling accommodations consisting of the number of rooms (but no greater number) deemed necessary to provide safe and sanitary accommodations to the proposed occupants thereof, without overcrowding.

(c) Not accept any person as a tenant if the person or persons who would occupy the dwelling accommodations have an aggregate annual income in excess of five (5) times the annual rental of the quarters to be furnished such person or persons except that in the case of families with three (3) or more minor dependents such ratio shall not exceed six to one; in computing the rental for this purpose of selecting tenants, there shall be included in the rental the average annual cost to the occupants, of heat, water, electricity, gas, cooking range, and other necessary services or facilities, whether or not the charge for such services and facilities is in fact included in the rental.

ARTICLE XII – EMINENT DOMAIN

The Authority shall have the right to acquire by the exercise of the power of eminent domain any interest in real property, including a fee simple title thereto, deemed necessary for its purposes after the adoption of a resolution declaring that the acquisition of the real property described therein is necessary for such purposes.

ARTICLE XIII – BONDS

The Authority shall have power to issue bonds from time to time in its discretion, for any of its corporate purposes. The Authority shall also have power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it. The Authority may issue such types of bonds as it may determine, including bond on which the principal and interest are payable; (a) exclusively from the income and revenues of the housing project financed with proceeds of such bonds, or with such proceeds together with a grant from the Federal Government in aid of such project; (b) exclusively from the income and revenues of certain designated housing projects whether or not they were financed in the whole or in part with the proceeds of such bonds; or (c) from its revenues generally. Any of such bonds may be additionally secured by a pledge of any revenues or a mortgage of any housing project, projects, or other property of the Authority.

Neither the Commissioners of the Authority nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof. The Bonds and other obligations of the Authority (and such bonds and obligations shall so state on their face) shall not be debt of the County of Hidalgo, the State of Texas or any political subdivision thereof, and neither nor the County of Hidalgo nor the State of Texas or any political subdivision thereof shall be liable thereon, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of the Authority. The bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE XIV – ORDER OF BUSINESS

Section 1. ORDER OF BUSINESS. At all regular meetings of the Authority, the following shall be the order of business.

a. Roll Call
b. Reading and Approval of Minutes of the Previous Meeting
c. Report of transactions and financial condition
d. Reports of Officers & Committees
e. Additional Agenda items
f. Executive Session (if authorized)
g. Adjournment

Section 2. RESOLUTIONS. All resolutions shall be in writing and shall be in writing and shall be copied into the minutes, which shall be kept by the Secretary.

Section 3. MANNER OF VOTING. Voting on all questions shall be by roll call, the votes by yeas and nays being entered upon the minutes of each meeting.

ARTICLE XV – AMENDMENTS

The ByLaws of the Authority shall be amended only with the approval of at least three (3) members of the Authority at a regular or special meeting, but no such amendment shall be adopted, unless the proposed amendment is submitted in writing, to all members of the Authority, at least 7 days before such meeting.

ADOPTED with amendments approved by the Board of Commissioners of the Housing Authority of the County of Hidalgo, Texas on the 6th day of April, 2011.

ATTEST:

William "Billy" Leo
Chairman

Mike Lopez,
Secretary

AI-54350

Budget and Management 18.
A.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Sandra Jara, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to rescind action on the following Agenda Items:

CCT DATE	AI NO.	REASON
01/19/2016	52911-REGULAR	TRANSFER NEVER ATTACHED
03/07/2016	53670-CONSENT	INSUFFICIENT FUNDS/NO LONGER NEEDED
03/07/2016	53659-CONSENT	USE NOT PERMITTED; FUNDED THROUGH GF INSTEAD

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
No fiscal impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/22/2016 04:52 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Sandra Jara Started On: 04/22/2016 04:26 PM
Final Approval Date: 04/22/2016

AI-54326

Budget and Management 18. B.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of Resolution authorizing publication of the County's Notice of Intent to Issue Certificates of Obligation in an amount not to exceed $40,000,000 as authorized under state law for purposes of paying contractual obligations of the County to be incurred for certain projects and to pay for the cost of issuance of the certificates of obligations and making other provisions regarding matters incident thereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact at this time.

Attachments

notice

notice

Resolution

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	04/22/2016 02:45 PM
Budget & Management	Veronica Ortiz	04/22/2016 02:59 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Merlen P. Munoz Started On: 04/22/2016 08:30 AM

Final Approval Date: 04/22/2016

NOTICE OF INTENT TO ISSUE

COUNTY OF HIDALGO, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2016

TAKE NOTICE that the Commissioners Court (the *Commissioners Court*) of the County of Hidalgo, Texas (the *County*), shall tentatively convene at 9 a.m. on the 14th day of June, 2016, at its regular meeting place in the Commissioners Court meeting room at 100 East Cano, First Floor, Edinburg, Texas and during such meeting, the Commissioners Court will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed $40,000,000 for the following purposes: (1) the acquisition of rights of way to be used for construction and improvements of County road systems (including installing traffic signaling, drainage improvements and professional services); (2) the design and construction of County drainage systems and road systems, to include purchases of road paving materials and supplies; (3) the acquisition of land be used for parks and park improvements, including but not limited to, regional linear parks, and the purchase of parks equipment (4) the purchase of mechanized heavy equipment/machinery for authorized needs and purposes (Roads, Drainage, Parks, and Sanitation Departments); (5) the re-construction and renovation of Palmer Pavilion and related improvements; (6) the purchase of motor vehicles, including Sheriff's Department equipment; (7) purchase of voting machines and related expenses; (8) design and construction of County mechanic shops and related professional services; (9) professional services related to the planning, design and construction of a new County Courthouse; (10) the purchase of a building for ancillary judicial and administrative offices and parking lot and improvements thereon; (11) the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents related to any of the foregoing projects; and payment of cost of issuance of the Certificates of Obligation. The Certificates of Obligation will be payable from a combination of the County's ad valorem tax within the limits authorized by law on all taxable property of the County, and a limited pledge (never to exceed $1,000) from the net revenues from the operation of the County's parks. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificates of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.063.

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Ramon Garcia, County Judge

NOTICE OF INTENT TO ISSUE

COUNTY OF HIDALGO, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2016

TAKE NOTICE that the Commissioners Court (the *Commissioners Court*) of the County of Hidalgo, Texas (the *County*), shall tentatively convene at 9 a.m. on the 14th day of June, 2016, at its regular meeting place in the Commissioners Court meeting room at 100 East Cano, First Floor, Edinburg, Texas and during such meeting, the Commissioners Court will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed $40,000,000 for the following purposes: (1) the acquisition of rights of way to be used for construction and improvements of County road systems (including installing traffic signaling, drainage improvements and professional services); (2) the design and construction of County drainage systems and road systems, to include purchases of road paving materials and supplies; (3) the acquisition of land be used for parks and park improvements, including but not limited to, regional linear parks, and the purchase of parks equipment (4) the purchase of mechanized heavy equipment/machinery for authorized needs and purposes (Roads, Drainage, Parks, and Sanitation Departments); (5) the re-construction and renovation of Palmer Pavilion and related improvements; (6) the purchase of motor vehicles, including Sheriff's Department equipment; (7) purchase of voting machines and related expenses; (8) design and construction of County mechanic shops and related professional services; (9) professional services related to the planning, design and construction of a new County Courthouse; (10) the purchase of a building for ancillary judicial and administrative offices and parking lot and improvements thereon; (11) the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents related to any of the foregoing projects; and payment of cost of issuance of the Certificates of Obligation. The Certificates of Obligation will be payable from a combination of the County's ad valorem tax within the limits authorized by law on all taxable property of the County, and a limited pledge (never to exceed $1,000) from the net revenues from the operation of the County's parks. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificates of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.063.

`

Ramon Garcia, County Judge
County of Hidalgo, Texas

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

RESOLUTION

A RESOLUTION AUTHORIZING PUBLICATION OF THE COUNTY'S NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED $40,000,000 AS AUTHORIZED UNDER STATE LAW FOR PURPOSES OF PAYING CONTRACTUAL OBLIGATIONS OF THE COUNTY TO BE INCURRED FOR CERTAIN PROJECTS AND TO PAY FOR THE COST OF ISSUANCE OF THE CERTIFICATES OF OBLIGATIONS AND MAKING OTHER PROVISIONS REGARDING MATTERS INCIDENT THERETO

WHEREAS, the County of Hidalgo, Texas (the "Issuer") is authorized to issue Certificates of Obligation for the purpose of paying contractual obligations for certain capital improvements and to pay the cost of issuance of such Certificates of Obligation; and

WHEREAS, as security for those debt obligations, the Issuer can offer a pledge of its ad valorem taxes within limits as authorized by state law and a pledge of its Net Revenues from the operation of the County's parks (not to exceed $1,000);

NOW THEREFORE BE IT RESOLVED:

1.00. The Notice of Intent to Issue Certificates of Obligation which is attached hereto as Exhibit "A" is approved by the Issuer's Commissioners Court for purposes of complying with the notice and publication requirements of state law.

2.00. The County Judge is ordered to publish the approved notice in any publication which satisfies the requirements of the Texas Government Code §2051.044, as long as the first notice is published no less than 30 days prior to the date of the meeting at which the ordinance authorizing the sale of the obligations is proposed to be approved.

PASSED AND APPROVED ON _____.

COUNTY OF HIDALGO, TEXAS

_____
COUNTY JUDGE

ATTEST:

_____
COUNTY CLERK

(SEAL)

EXHIBIT A

NOTICE OF INTENT TO ISSUE

COUNTY OF HIDALGO, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2016

TAKE NOTICE that the Commissioners Court (the *Commissioners Court*) of the County of Hidalgo, Texas (the *County*), shall tentatively convene at 9:30 a.m. on the 14th day of June, 2016, at its regular meeting place in the Commissioners Court meeting room at 100 East Cano, First Floor, Edinburg, Texas and during such meeting, the Commissioners Court will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed $40,000,000 for the following purposes: (1) the acquisition of rights of way to be used for construction and improvements of County road systems (including installing traffic signaling, drainage improvements and professional services); (2) the design and construction of County drainage systems and road systems, to include purchases of road paving materials and supplies; (3) the acquisition of land be used for parks and park improvements, including but not limited to, regional linear parks, and the purchase of parks equipment (4) the purchase of mechanized heavy equipment/machinery for authorized needs and purposes (Roads, Drainage, Parks, and Sanitation Departments); (5) the re-construction and renovation of Palmer Pavilion and related improvements; (6) the purchase of motor vehicles, including Sheriff's Department equipment; (7) purchase of voting machines and related expenses; (8) design and construction of County mechanic shops and related professional services; (9) professional services related to the planning, design and construction of a new County Courthouse; (10) the purchase of a building for ancillary judicial and administrative offices and parking lot and improvements thereon; (11) the payment of contractual obligations for professional services, including services provided by engineers, attorneys, financial advisors, and fiscal agents related to any of the foregoing projects; and payment of cost of issuance of the Certificates of Obligation. The Certificates of Obligation will be payable from a combination of the County's ad valorem tax within the limits authorized by law on all taxable property of the County, and a limited pledge (never to exceed $1,000) from the net revenues from the operation of the County's parks. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificates of Obligation Act of 1971, as amended, Local Government Code Section 271.041 through Section 271.063.

Ramon Garcia, County Judge
County of Hidalgo, Texas

AI-54185

Budget and Management 18.
C. 1.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted By: Patricia Ramos, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 1 (1100):
A. Approval of Certification of Revenues by County Auditor for Constable Pct.1.
B. Approval of 2016 appropriation of funds for Constable Pct. 1 in the amount of $4,000.00 to fund repair and maintenance service expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-294-001-0-430
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 4/13/16, monies are to be unreserved from Acct# 6-1100-360-00-000-005-0-000
Gen Fund-Misc Rev-Insurance Claims

Attachments

Certification Of Revenue
Appropriation

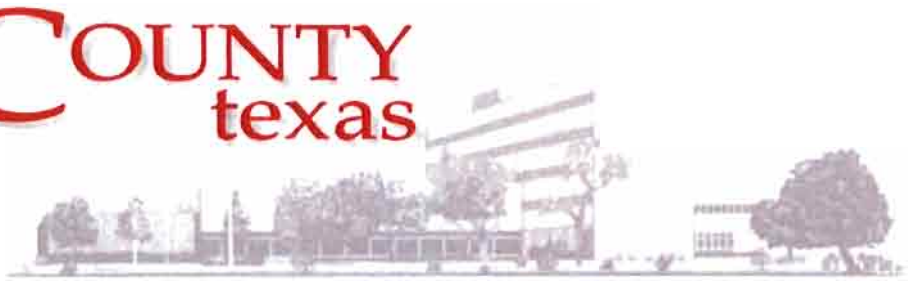
Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/13/2016 03:17 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Patricia Ramos Started On: 04/13/2016 02:51 PM
Final Approval Date: 04/22/2016

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



MEMORANDUM

To: Raymundo Eufracio, CPA, County Auditor

From: Dina Treviño, Assistant Budget Officer

Date: Wednesday, April 13, 2016

Subject: Certification of Revenues-Insurance Settlement Proceeds for Constable Pct.1

Cc: Sergio Cruz, Budget Officer
Linda Fong, 1st Assistant Auditor
Becky Luna, Director of Accounting Division
Nereyda Gonzalez, Financial Accounting Supervisor
Joe Espinosa, Chief Deputy Constable I Step I

On behalf of Constable Pct. 1, please let this memorandum serve as a request for Certification of Revenues in the amount of $4,000.00. These revenues are proceeds from an insurance settlement (AI-53315 CC approval 02/16/16) for an accident that occurred on 05/30/15, which were receipted and recorded on 02/19/16 in account no. 6-1100-360-00-000-005-0-000 "Gen Fund-Misc Rev-Insurance Claims" (refer to receipt #195344).

In addition, please be advised that the appropriation of these revenues will be presented to Commissioner's Court for approval on 05/03/16 (AI-54185). Funds will be appropriated under the Constable Pct. 1 account. Attached for your reference, please find the pertinent documentation in relation to this request.

Thank you for your prompt attention to this matter. If you should have any questions, please do not hesitate to contact me at (956) 292-7025 ext., 5405 of Damaris SanMiguel at ext. 5410.

AI-54185

Budget and Management
40. A. 0.

CC - REGULAR

Meeting Date: 05/03/2016

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct1 (1100):
1. Approval of Certification of Revenues by County Auditor for Constable Pct.1.
2. Approval of 2016 appropriation of funds for Constable Pct. 1 in the amount of $4,000.00 to fund repair and maintenance service expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-421-00-294-001-0-430
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

Available funds as of 4/13/16, monies are to be unreserved from Acct# 6-1100-360-00-000-005-0-000
Gen Fund-Misc Rev-Insurance Claims

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management		
Final Approval		

Form Started By: Patricia Ramos Started On: 04/13/2016 02:51 PM

DATE: May 3, 2016

2016
Appropriation
AI- 54185

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct 1

ACCOUNT NUMBER: 6-1100-421-00-291-001-0-430

Contact Person: Patricia Ramos **Ph#** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-291-001-0-430	CONST PCT1	REPAIR & MAINT SRV	$4,000.00
6-1100-360-00-000-005-0-000	*GEN FUND-MISC REV*	*INSURANCE CLAIMS*	*$4,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	$4,000.00

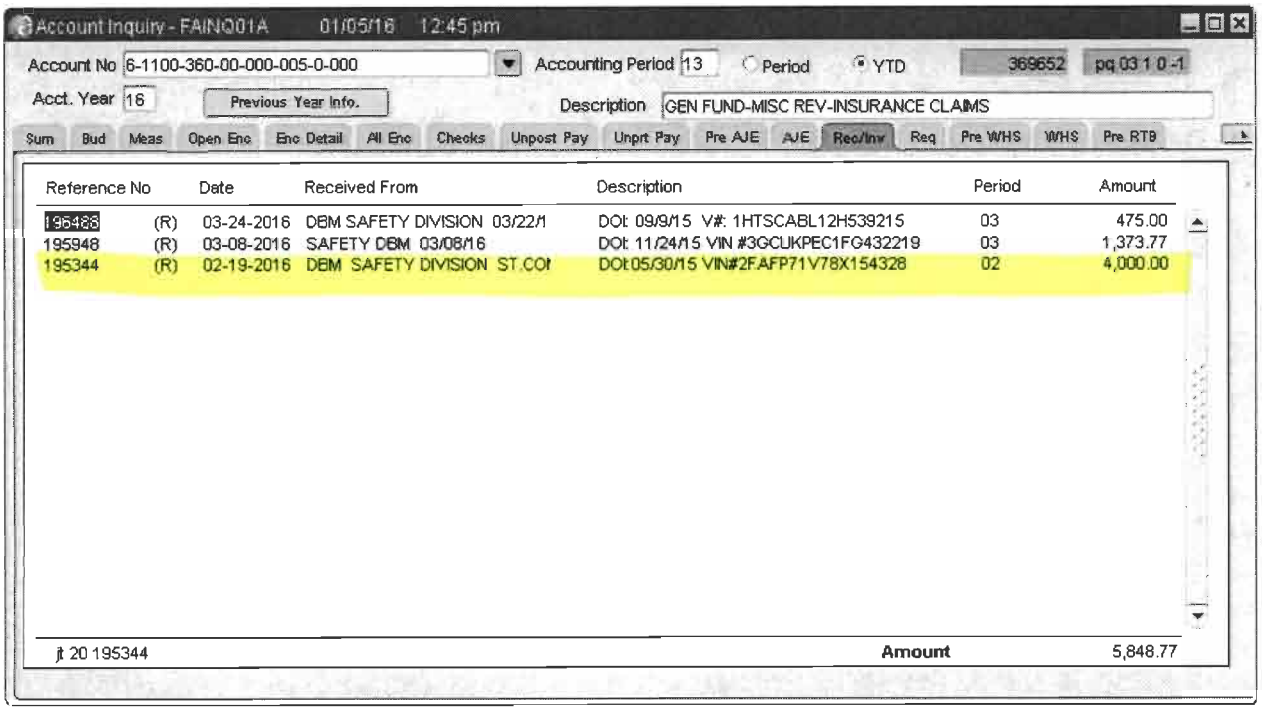
REASON: Appropriation of funds from General Fund Miscellaneous Revenue-Insurance Claims into Constable Pct. 1 account to fund repair and maintenance services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK


Account Inquiry - FAINQ01A 01/05/16 12:45 pm
Account No 6-1100-360-00-000-005-0-000
Accounting Period 13
Period
YTD
369652
pg 03 1 0 -1
Acct. Year 16
Previous Year Info.
Description GEN FUND-MISC REV-INSURANCE CLAIMS
Sum Bud Meas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay Pre AJE AJE Rec/Inv Req Pre WHS WHS Pre RTB
Reference No Date Received From Description Period Amount
195486 (R) 03-24-2016 DBM SAFETY DIVISION 03/22/1 DOI: 09/9/15 V#: 1HTSCABL12H539215 03 475.00
195948 (R) 03-08-2016 SAFETY DBM 03/08/16 DOI: 11/24/15 VIN #3GCUKPEC1FG432219 03 1,373.77
195344 (R) 02-19-2016 DBM SAFETY DIVISION ST.COI DOI:05/30/15 VIN#2FAFP71V78X154328 02 4,000.00
jt 20 195344
Amount
5,848.77

Executive Office 10. K.

AI-53315

CC - REGULAR

Meeting Date:	02/16/2016
Submitted For:	Roy Quintanilha, SAFETY DIVISION
Submitted By:	Aida Alvarez, SAFETY DIVISION
Department:	SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from the Attorney General of Texas in the amount of $4,000.00 to settle auto claim accident with County vehicle. (Constable Precinct 1)

BACKGROUND

DOI: 05/30/15 Acct #: 6-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-360-00-000-005-0-000
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Attorney General of Texas Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/10/2016 04:53 PM
Purchasing Department	Marty Salazar	02/11/2016 05:08 PM

Form Started By: Aida Alvarez Started On: 02/08/2016 10:05 AM

Final Approval Date: 02/11/2016

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NUMBER	INVOICE DATE	INVOICE DESCRIPTION	DOCUMENT	INVOICE AMOUNT
15-3592621	12/21/2015	CLAIM	96550801	4,000.00

ISSUE DATE: 01/29/2016 WARRANT TOTAL: $4,000.00

PAYEE NUMBER: 1XXXXX07176 MAIL CODE: 054 WARRANT NUMBER: 134357818

PAYEE NAME: HIDALGO COUNTY

— NON-NEGOTIABLE —

For questions about this payment or to sign up for Direct Deposit, please contact your paying agency:

TEXAS DEPARTMENT OF PUBLIC SAFETY 512-424-2060

The state of Texas has changed the look and size of state-issued checks (called "warrants").

Your ability to cash or deposit this warrant should not be affected.

Please visit TexasPayeeResources.org for information on online resources that provide access to your payment information. You can also call the paying agency at the phone number listed above.

Direct deposit is the simple, safe and smart way to receive your state-issued payments. To sign up, visit TxDirectDeposit.org.

Financial institutions and check cashing establishments may verify the status of state warrants by calling the automated Comptroller's Treasury Operations Warrant Status Inquiry System at 512-463-5961.

Printed by Texas Comptroller of Public Accounts
(512) 936-8138 or www.TexasPayeeResources.org

▼ *Detach here before depositing* ▼

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

TREASURY WARRANT NO.
134357818

FEBRUARY 01, 2016

012916 1XXXXX07176 054 0 405 96550801
PAYING AGENCY 512-424-2060 TEXAS DEPARTMENT OF PUBLIC SAFETY

Pay FOUR THOUSAND DOLLARS AND 00/100 $ 4,000.00

To HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

VOID AFTER 08/31/2018

Glenn Hegar
Comptroller of Public Accounts

Void Void Void Void Void Void

⑈304⑈ ⑆114900164⑆ ⑈134357818⑈

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

February 1, 2016

CM & RRR: 7013 2630 0002 0188 9055

Mr. Lauro Torres
The County of Hidalgo
9805 N. 10th St.
McAllen, TX 78504

RE: *Hidalgo County v. Texas Department of Public Safety*; A.G. No. 15-3592621

Dear Mr. Torres:

Thank you for returning the executed release. Please find enclosed Check No. 134357818 in the amount of $4,000.00 for release of all claims in the above-referenced matter.

Sincerely,

Laura Messina

Laura L. Messina
Assistant Attorney General
Tort Litigation Division
(512) 463-2197
(512) 457-4466 (Fax)

LLM:bc

Enclosure

DATE: May 3, 2016

2016
Appropriation
AI- 54185

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Constable Pct 1

ACCOUNT NUMBER: 6-1100-421-00-291-001-0-430

Contact Person: Patricia Ramos **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
6-1100-421-00-291-001-0-430	CONST PCT1	REPAIR & MAINT SRV	$4,000.00
6-1100-360-00-000-005-0-000	*GEN FUND-MISC REV*	*INSURANCE CLAIMS*	*$4,000.00*
		TOTAL BUDGET INCREASE (DECREASE)	$4,000.00

REASON: Appropriation of funds from General Fund Miscellaneous Revenue-Insurance Claims into Constable Pct. 1 account to fund repair and maintenance services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-54296

Purchasing Department 19.
A. 1.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Elena Gomez, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Approval for signatory authority for Commissioners or their designees to execute Heavy Equipment Rental Agreements [approved by legal counsel - DA's Office] for the 4 following awarded vendors [CC 04-19-16 AI#54118]:
1. Big D Tractor Company, LLC, dba, Frontera Equipment/Blue Cat Rentals - compliance issues complete
2. Nueces Power Equipment - compliance issues complete
3. Romco Equipment Company - compliance issues complete
4. Tejas Rental - subject to compliance of items required by County and statutes;

B. Approval of Designated Signatories other than Commissioners and/or Executive Officer:
1. Precinct #1: _____;
2. Precinct #2: _____;
3. Precinct #3: _____;
4. Precinct #4: _____;
5. Facilities Management Dept.: Executive Office, Mr. Valde Guerra recommend himself.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Each end users must have budget to seek and obtain Purchase Orders for these rentals.

Attachments

NUECES POWER EQUIP AGREEMENT & 1295
ROMCO AGREEMENT & 1295
BIG D TRACTOR COMP, LLC dba FRONTERA EQUIP/BLUE CAT AGREEMENT & 1295
TEJAS RENTAL
Add & Delete Heavy Equipment Insurance form

1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2016 11:23 AM
Budget & Management	Veronica Ortiz	04/22/2016 11:50 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Marty Salazar Started On: 04/20/2016 04:28 PM

Final Approval Date: 04/22/2016

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy · CASE · KOBELCO · Kawasaki · NPE · Etnyre · Bridge Brooms · Ingersoll Rand (Inspiring Progress)

NUECES POWER EQUIPMENT

P.O. BOX 4789
CORPUS CHRISTI, TX 78469
(361) 289-0066

ABILENE, TX (325) 794-0066
VICTORIA, TX (361) 576-0066
LAREDO, TX (956) 725-0066
EL PASO, TX (915) 541-0066
EDINBURG, TX (956) 702-0066
SAN BENITO, TX (956) 361-0066

RENTED/SOLD TO:

DELIVER TO:

DATE:

TERMS - NET 10 DAYS

ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE.
F.O.B. POINT: UNLESS OTHERWISE INDICATED EQUIPMENT IS F.O.B. POINT OF ORIGIN AND RETURN TO SAME.
PLEASE REMIT TO: P.O. BOX 4789
CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.:

JOB NO.:

ORDERED BY:

HOUR METER IN

HOUR METER OUT

TOTAL

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	

RENTAL CHARGES	
TRANSPORTATION CHARGES	
OTHER CHARGES	
SALES TAX	
TOTAL INVOICE	

DATE OUT CK'd. BY REC'D BY:

DAMAGE NOTED

FUEL OUT:

RET. DATE CK'd. BY RET'D BY:

DAMAGE

FUEL IN:

VALUE OF EQUIPMENT $

RENTAL AGREEMENT

NUECES POWER EQUIPMENT, LESSOR, hereby agrees to rent to the undersigned LESSEE, the above described equipment for the term, and at the rental rate per day, week, or four (4)week period, above stated, plus all city, county & state tax.

The stated rental rate is based upon use of the equipment for not more than eight (8) hours in one day, forty (40) hours per week, or one hundred seventy two (172) hours per four (4) week period. LESSEE agrees to notify LESSOR of any excessive use and to pay LESSOR an additional pro rate portion of the applicable rental rate for the extra use of the equipment.

All rentals shall be paid to NUECES POWER EQUIPMENT, in advance, on the first (1st) day of each rental period. All past due rental shall bear interest at the highest legal rate until paid. All sums payable to LESSOR for rental, or otherwise, under the terms of this Agreement shall be paid in Corpus Christi, Nueces County, Texas.

LESSEE ACKNOWLEDGES THAT THE OPTION TO PURCHASE THE EQUIPMENT EXISTS ONLY WHEN ARRANGEMENTS FOR RENT-TO-OWN ARE MADE PRIOR TO THE RENTAL.

LESSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS RENTAL AGREEMENT, AND LESSOR AND LESSEE AGREE TO ALL OF SAID TERMS AND CONDITIONS.

INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:
$1,000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment. LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

DATE

WITNESS

LESSEE

LOSS DAMAGE WAIVER

"You, (Lessee) shall at your expense provide and maintain protection against loss, damage or destruction to the rental/leased equipment, for its full replacement value. Alternatively, this contract offers a Loss Damage Waiver to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the Loss Damage Waiver or otherwise shall be void. Before deciding whether to purchase the Loss Damage Waiver, you may wish to determine whether your own insurance affords you comparable coverage for damage to the leased equipment and the deductible amount you would be responsible for under your insurance. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver is 15% of the rent with a $1,000.00 deductible per claim and will be reflected on your invoice or other notice to you. Waivers hereunder do not constitute insurance.

Please initial below that you have read the paragraph above in its entirety and understand its terms.

_____ the optional Loss Damage Waiver described therein. _____ the optional Loss Damage Waiver described therein and will furnish NPE with an Insurance Certificate.
ACCEPT DECLINE

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON BACK BEFORE SIGNING

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy · CASE · KOBELCO · Kawasaki · NPE · Etnyre · Bridgestone · Ingersoll Rand (Inspiring Progress™)

NUECES POWER EQUIPMENT

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EL PASO, TX (915) 541-0066
EDINBURG, TX (956) 702-0066
SAN BENITO, TX (956) 361-0066

RENTED/SOLD TO:

DELIVER TO:

DATE:

TERMS - NET 10 DAYS

ALL PAYMENTS DUE AT CORPUS CHRISTI, NUECES COUNTY, TEXAS. WE RESERVE THE RIGHT TO CHARGE INTEREST AT HIGHEST LEGAL RATE ON CHARGES NOT PAID WITHIN 30 DAYS OF THE DUE DATE.
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PLEASE REMIT TO: P.O. BOX 4789
CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.:

JOB NO.:

ORDERED BY:

HOUR METER IN

HOUR METER OUT

TOTAL

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	

RENTAL CHARGES		
TRANSPORTATION CHARGES		
OTHER CHARGES		
SALES TAX		
TOTAL INVOICE		

DATE OUT CK'd. BY REC'D BY:

DAMAGE NOTED

FUEL OUT:

RET. DATE CK'd. BY RET'D BY:

DAMAGE

FUEL IN:

VALUE OF EQUIPMENT $

RENTAL AGREEMENT

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The stated rental rate is based upon use of the equipment for not more than eight (8) hours in one day, forty (40) hours per week, or one hundred seventy two (172) hours per four (4) week period. LESSEE agrees to notify LESSOR of any excessive use and to pay LESSOR an additional pro rate portion of the applicable rental rate for the extra use of the equipment.

All rentals shall be paid to NUECES POWER EQUIPMENT, in advance, on the first (1st) day of each rental period. All past due rental shall bear interest at the highest legal rate until paid. All sums payable to LESSOR for rental, or otherwise, under the terms of this Agreement shall be paid in Corpus Christi, Nueces County, Texas. LESSEE ACKNOWLEDGES THAT THE OPTION TO PURCHASE THE EQUIPMENT EXISTS ONLY WHEN ARRANGEMENTS FOR RENT-TO-OWN ARE MADE PRIOR TO THE RENTAL.

LESSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS RENTAL AGREEMENT, AND LESSOR AND LESSEE AGREE TO ALL OF SAID TERMS AND CONDITIONS.

INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:
$1,000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment. LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

DATE

WITNESS LESSEE

LOSS DAMAGE WAIVER

"You, (Lessee) shall at your expense provide and maintain protection against loss, damage or destruction to the rental/leased equipment, for its full replacement value. Alternatively, this contract offers a Loss Damage Waiver to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the Loss Damage Waiver or otherwise shall be void. Before deciding whether to purchase the Loss Damage Waiver, you may wish to determine whether your own insurance affords you comparable coverage for damage to the leased equipment and the deductible amount you would be responsible for under your insurance. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver is 15% of the rent with a $1,000.00 deductible per claim and will be reflected on your invoice or other notice to you. Waivers hereunder do not constitute insurance.

Please initial below that you have read the paragraph above in its entirety and understand its terms.

_____ the optional Loss Damage Waiver described therein. _____ the optional Loss Damage Waiver described therein and will furnish NPE with an Insurance Certificate.
ACCEPT DECLINE

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON BACK BEFORE SIGNING

ADDITIONAL TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. LESSOR'S OBLIGATION: All rental equipment shall be in good operating condition at the time furnished by LESSOR. Acceptance of equipment by LESSEE will constitute acknowledgement that the equipment was furnished in good, safe, and serviceable condition unless NUECES POWER EQUIPMENT is notified to the contrary in writing within three (3) days following receipt of the equipment.

2. TRANSPORTATION EXPENSES: Unless otherwise stated, all transportation expenses from, or to, the place of business of LESSOR shall be paid by LESSEE.

3. LESSEE'S OBLIGATIONS TO REPAIR AND MAINTAIN: LESSEE shall, at LESSEE'S expense, supply all fuel, lubricants, repair parts, labor, and all other items necessary to operate the equipment and to maintain it in good operating condition during the term of this Rental Agreement. The equipment shall be returned in the same condition as when received, except for normal wear. If the equipment, when returned to LESSOR, is in need of repair, or is in a damaged and worn condition (including damage and wear to tires), not attributable to normal wear, LESSEE shall be obligated to pay to LESSOR the reasonable cost of the repairs and, in addition, LESSEE shall be obligated to continue the payment of rental, at the rate herein stated, for the period of time reasonably necessary to repair LESSOR'S equipment and to restore it to a good, safe, and serviceable condition, LESSEE agrees that any repairs and labor furnished by NUECES POWER EQUIPMENT, shall be charged to and paid by LESSEE at NUECES POWER's established prices plus any local, county, or state tax, for similar repairs, parts, or accessories, in force at the time same are supplied.

4. LESSEE'S RESPONSIBILITY FOR LOSS: LESSEE is responsible for the rented equipment at all times while it is in the possession, custody, or control of LESSEE and all risks of loss shall be borne by LESSEE, whether such loss is caused by the negligence of LESSEE, abuse, fire, theft, accident, or any casualty of any nature whatsoever, it being the intent of LESSOR and LESSEE that LESSEE shall bear any loss resulting from the loss of or damage to said equipment, whether or not LESSEE was in any way at fault.

5(a). INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:

$1000.00 deductible - all risks - contractor's equipment floater with the loss payable clause in favor of Nueces Power Equipment.

LESSEE shall, in such event, furnish certificate of insurance coverage to LESSOR, which coverage shall be through existing policies owned by LESSEE, or through any insurance company authorized to do business in the State of Texas.

5(b). LESSEE shall promptly pay all taxes and assessments on the equipment (including but not limited to any federal, state and local taxes).

6. INDEMNITY: LESSEE shall indemnify LESSOR against, and hold LESSOR harmless from all claims, actions, proceedings, costs, damages, and liability, including attorneys' fees and investigation expenses incurred in the defense of any said claims, arising out of, or connected with, or resulting from the rented equipment, including without limitation, the manufacture, selection, delivery, possession, use, maintenance, operation, or return thereof.

7. DISCLAIMER OF ALL WARRANTIES: LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT RENTED AND HEREBY DISCLAIMS THE SAME. There are no oral or written promises, terms, conditions, representations, or warranties, of any nature whatsoever, express, or implied, concerning the herein described equipment.

8. LIMITATION OF LESSOR'S LIABILITY: In the event the rental equipment is not in good operating condition at the time furnished by LESSOR, and LESSOR is notified thereof within the time stated in paragraph 1, LESSOR shall refund a pro rata part of the rental charge until the equipment is placed in good operating condition by LESSOR. Such right to obtain a refund of rental shall constitute LESSEE's sole and exclusive remedy and LESSEE hereby agrees that no other remedy, (including, but not limited to, claims for INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM, OR DAMAGE WHATSOEVER, INCLUDING LOSS OF TIME, OR INJURY TO PERSON, OR PROPERTY, OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS) shall be available to LESSEE.

9. DEFAULT BY LESSEE AND ATTORNEYS' FEES: If LESSEE shall make default in punctually paying any rental, or if LESSEE shall breach any other term, covenant, or condition of this Rental Agreement, then and in any such event, LESSOR shall have the right to retake immediate possession of the said equipment and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, and for such purpose LESSOR may enter upon any premises where said equipment may be and with or without notice to its intention to retake the same, without being liable to any suit or action or proceeding by LESSEE. Upon LESSOR's retaking possession of the said equipment, this Rental Agreement shall thenceforth terminate without prejudice to LESSOR's right to recover for rental accrued to the time LESSOR takes possession of such equipment, and any damages for repair costs, and additional rental, which may be payable to LESSOR under the provisions of paragraph 3 above. LESSEE agrees to pay the reasonable expenses incurred by LESSOR for attorneys' fees and court costs in connection with the enforcement of any obligations of LESSEE, or the collection of any monies owed by LESSEE, under the terms of this Agreement.

10. APPLICABLE LAW; VENUE: The construction, enforcement, interpretation and validity of this agreement shall be governed by the laws of the State of Texas. The obligations of the parties are performable, and venue for any legal action arising out of this agreement shall lie in Nueces County, Texas.

DELIVERY TICKET AND RENTAL AGREEMENT

LeeBoy CASE KOBELCO Kawasaki Etnyre Bridge Brooom Ingersoll Rand Inspiring Progress™

ABILENE, TX (325) 794-0066

NPE

NUECES POWER EQUIPMENT

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CORPUS CHRISTI, TX 78469
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LAREDO, TX (956) 725-0066

EL PASO, TX (915) 541-0066

EDINBURG, TX (956) 702-0066

SAN BENITO, TX (956) 361-0066

DATE: _____

RENTED/SOLD TO: _____

DELIVER TO: _____

TERMS - NET 10 DAYS

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CORPUS CHRISTI, TX 78469

NOT PROTECTED AGAINST FREEZING

CUSTOMER NO.: _____ HOUR METER IN _____

JOB NO.: _____ HOUR METER OUT _____

ORDERED BY: _____ TOTAL _____

FOUR WEEK RATE: WEEK RATE: DAY RATE:

QUAN.	DESCRIPTION	SERIAL NUMBER	PER	RATE		PRICE EXTENSION	
					RENTAL CHARGES		
					TRANSPORTATION CHARGES		
					OTHER CHARGES		
					SALES TAX		
					TOTAL INVOICE		

DATE OUT CK'd. BY REC'D BY:

DAMAGE NOTED _____

FUEL OUT: _____

RET. DATE CK'd. BY RET'D BY:

DAMAGE _____

FUEL IN: _____

VALUE OF EQUIPMENT $ _____

RENTAL AGREEMENT

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LESSEE ACKNOWLEDGES THAT THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS RENTAL AGREEMENT, AND LESSOR AND LESSEE AGREE TO ALL OF SAID TERMS AND CONDITIONS.

INSURANCE: LESSEE shall provide the following physical damage insurance coverage on the rented equipment to LESSOR:
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_____ DATE

_____ WITNESS

_____ LESSEE

LOSS DAMAGE WAIVER

"You, (Lessee) shall at your expense provide and maintain protection against loss, damage or destruction to the rental/leased equipment, for its full replacement value. Alternatively, this contract offers a Loss Damage Waiver to cover your responsibility for the loss, damage or destruction to the leased equipment. To the extent that such loss, damage or destruction results from your gross negligence or willful misconduct, any limitation of your responsibility provided by the Loss Damage Waiver or otherwise shall be void. Before deciding whether to purchase the Loss Damage Waiver, you may wish to determine whether your own insurance affords you comparable coverage for damage to the leased equipment and the deductible amount you would be responsible for under your insurance. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver is 15% of the rent with a $1,000.00 deductible per claim and will be reflected on your invoice or other notice to you. Waivers hereunder do not constitute insurance.

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_____ the optional Loss Damage Waiver described therein. _____ the optional Loss Damage Waiver described therein and will furnish NPE with an Insurance Certificate.
ACCEPT DECLINE

PLEASE READ ADDITIONAL TERMS AND CONDITIONS ON BACK BEFORE SIGNING

Zimbra **elena.gomez@co.hidalgo.tx.us**

Re: 2016-058 Rental of Heavy Equipment

From : Robert Zohrer <roberto@npetex.com> Mon, Apr 18, 2016 02:10 PM

Subject : Re: 2016-058 Rental of Heavy Equipment

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

Hi Elena,
thanks for the email. We understand that any contract executed in Texas by two entities registered in Texas are bound to the provisions set forth by Texas state law, so that is not a problem. Amending our contract forms at this time is not feasible as multiple locations are using it and they are ordered and printed in large quantities in batches. If your legal department needs something further, singed or in writing, to address this concern please forward it to me and I'll have our management look at it.

Regarding the insurance we do need to see something regarding the limits of the county's liability coverage, if you can send something over then we should be fine.

Sincerely,

Robert Zohrer

From: Elena Gomez <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 11:54 AM
To: Robert Zohrer
Subject: Fwd: 2016-058 Rental of Heavy Equipment

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41523

Date Filed:
04/18/2016

Date Acknowledged:
04/18/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nueces Power Equipment
San Benito, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-MEG
Heavy Equipment Rental

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41523

Date Filed:
04/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Nueces Power Equipment
San Benito, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-058-MEG
Heavy Equipment Rental

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
ELIZA MOCK
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-25-2017

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Robert Zohrer, this the 18 day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Eliza Mock	Notary

ROMCO EQUIPMENT CO.

- 5151 Cash Road, Dallas, Texas75247
- 1350 N.E. Loop 820, Fort Worth, Texas76106
- 1042 S.E. Loop 410, San Antonio, Texas78220
- 2116 E. Loop 281, Longview, Texas75605
- 312 Park Street, Mercedes, Texas78570
- 1150WestOldSettlersBlvd.,RoundRock,Texas78681
- 1 Mile West of I-45 on FM 164, Buffalo, Texas75831
- 8450 Breen, Houston, Texas77064

CUSTOMER EQUIPMENT ORDER

Date: _____

INVOICETO				
	NAME			Customer No.
	Address			
	City	County	State	Zip

SHIPTO				
	Name			
	Address			
	City	County	State	Zip
	Job Name			Job No.

CUSTOMER ORDER NO.	OUR ORDER NO.	F.O.B.	DATE SHIPPED	VIA	PREPD.	COL	TERMS

By this order, the undersigned customer requests ROMCO Equipment Co., the Company, to ship as specified above, the following equipment:

"Notice is hereby given that ROMCO Equipment Co., will assign to ROMCO Exchange Co., LLC its rights under any sales contract to sell the equipment described herein or to purchase trade-**in property described herein."**

QUANTITY	MACHINEANDMODEL	RENTALRATE	SALEORRECAPTUREPRICE UNITPRICE	EXTENSION

DESCRIBETRADE-IN:		
	SUBTOTAL	
	FREIGHT	
SPECIALTERMSONTRANSACTION:	TRADE-INALLOWANCE	( )
	HEITTAX	
	DIESELEQUIPMENT SURCHARGE	
	SALESTAX	
	NETPRICE	

CUSTOMER IS ORDERING THIS EQUIPMENT UNDER CONDITIONS CHECKED BELOW:

☐ Cash ☐ Note &SecurityAgreement ☐ Rental ☐ Lease ☐ WithPurchaseOptionLEASE

OR RENTAL: Customer agrees to pay Company rental single shift operation at the rateof$_____ per_____

_____plus applicable sales tax for a minimumperiod of_____ months,commencing_____

_____.

RENTAL RATES ARE FOR NORMAL AND REASONABLE USE (UP TO 8 HOURS PER DAY, 40 HOURS PER WEEK, OR 176 HOURS PER MONTH/4 WEEK PERIOD) AND WILL BE INCREASED PROPORTIONATELY FOR ANY GREATER USE. IF CUSTOMER HAS PURCHASE OPTION, IT MAY BE EXERCISED AT ANY TIME DURING TERM SO LONG AS CUSTOMER IS NOT IN DEFAULT, FOR CASH OR ON TERMS ACCETABLE TO COMPANY. REPAIR COSTS (EXCLUDING WARRANTY) PAID BY COMPANY DURING THE PERIOD OF LEASE OR RENTAL WILL BE ADDED TO THE PURCHASE OPTION PRICE OF THE UNIT SHOWN ABOVE UPON EXERCISE OFOPTION.

THIS ORDER IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF WHICH CUSTOMER DECLARES HE HAS READ AND UNDERSTANDS. SUCH TERMS AND CONDITIONS INCLUDE AN EXPRESS DISCLAIMER OF CERTAIN WARRANTIES AND LIABILITIES.

Accepted for ROMCO Equipment Co.

Customer: _____

In Dallas County,Texason_____ 20____ SignedBy:_____

By:_____ Title:_____

Title:_____ PrintName:_____

Revised5/17/06 Salesman: _____

T E R MS A ND C O NDI T I O NS
(Please Read Carefully)

This order is subject to the following definitions, terms and conditions which shall apply with equal force and effect whether this order involves a SALE or RENTAL of equipment.

1. The Company reserves the right to accept or reject this order by its authorized agent at its principal office in Dallas County, Texas, and shall not be required to give any reason for non-acceptance. In the event of such rejection, Company will not be responsible or liable to customer in any mannerwhatsoever.
2. This order when accepted in writing by Company shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of Company whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the Company from any responsibility or liability to the customer under the terms hereof.
3. The Company's responsibility to customer for shipment ceases upon delivery to transportation company, and any claim for shortages, delays or damages occurring after such delivery shall be made by the customer direct to the transportation company. Any claims by customer for shortages in shipment shall be made within three days after receipt ofshipment.
4. The Company shall not be responsible or liable for any damages, whether on account of personal injuries, death, or otherwise suffered or sustained in the operation of said machinery, nor for any damages resulting to the customer by reason of delays of any failure or alleged failure of said machine to operate. The term "damages" as used herein shall include, but is not limited to, consequential damages, including lost profits. Customer shall hold Company harmless from any claim, demand, action, or proceeding related to suchdamages to the extent permitted under the Constitution and laws of the State of Texas.
5. Customer agrees on demand to execute and deliver to Company such notes and such additional forms and documents (such as Bill of Sale, Security Agreement, Lease and Rental Agreement, Financial Statement, Request for Information, and Request for Statement of Account and List of Collateral) as may be reasonably required by Company to consummate this ORDER when accepted. If payment in full for the equipment covered by this order shall not have been made within ten days of delivery, Seller may file a copy of this order as a Financing Statement to perfect Seller's Security Interest in said equipment, and Purchaser acknowledges that said equipment is being acquired by Purchaser (as Debtor) from Seller (as Secured Party), and that Seller retains a Security Interest therein in accordance with the terms and provisions of the UniformCommercial Code.
6. Should Customer attempt to grant Company a Security Interest to secure the payment of all or any part of the Purchase Price, then any sale of equipment by Company herein intended shall be conditioned upon said Security Interest being perfected as a firstandsuperiorlientoanyandallotherSecurityInterests,liens,mortgagesandencumbrancesw hatsoever.
7. Where terms agreed to are other than for cash settlement, Customer acknowledges that he was quoted a cash sale price and a time sale price, and has elected to make the purchase on a time salebasis.
8. All payments are due and payable to the office of Company in Dallas County, Texas or at the office of any assignee hereof in Dallas County, Texas, in lawful money of the United States, and will be subject to a late charge after maturity until paid computed at the highest legal contract rate of interest permissible in the State ofTexas.
9. Customer agrees to sole responsibility for all loss or damage to equipment after delivery, and shall have the same insured in favor of Company against all hazards to the extend of the Market Value determined by Company, and shall furnish evidence of such insurance upon request ofCompany.
10. Customer acknowledges responsibility for all sales, use or similar taxes and except as included above, such taxes shall be added to the payments quoted, or in lieu thereof Customer shall provide Company with a tax exemption certification acceptable to the taxingauthorities.
11. This order, when accepted by the Company, shall constitute the entire agreement of the parties, and Customer agrees that Company is not bound by any representations, promises or agreements made by any officer, agent or employee of Company relative to this transaction which are not embodied herein; and this order may be modified or rescinded only by a writing signed by both partieshereto.
12. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULLAR USE OR PURPOSE, AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

Elena Gomez, Procurement Process Coordinator
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

From: "Pedro Hernandez" <PHernandez@romco.com>
To: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Monday, April 18, 2016 4:50:28 PM
Subject: RE: 2016-058 Rental of Heavy Equipment

Mrs. Gomez,

On one of them I just wrote it in there, but on the electronic one, I was able to place a sticky note. Hope this works, let me know,

Thank you,

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Monday, April 18, 2016 11:55 AM
To: Pedro Hernandez <PHernandez@romco.com>
Subject: Fwd: 2016-058 Rental of Heavy Equipment

Good Morning,

Zimbra **elena.gomez@co.hidalgo.tx.us**

Fwd: 2016-058 Rental of Heavy Equipment

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Tue, Apr 19, 2016 08:25 AM

Subject : Fwd: 2016-058 Rental of Heavy Equipment

To : Elena Gomez <elena.gomez@co.hidalgo.tx.us>

See comments below on signature/initials of vendor

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Tuesday, April 19, 2016 8:19:09 AM
Subject: Re: 2016-058 Rental of Heavy Equipment

That is fine....we just need to have the Judge initial (or whoever is signing off on this).

THanks.

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) 292-7609 ext. 8186

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41575

Date Filed:
04/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
ROMCO Equipment Company
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-058-MEG
Rental of heavy construction equipment.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

BEVERLY ANN GOODRICH
NOTARY PUBLIC-STATE OF TEXAS
COMM. EXP. 01-10-2019
NOTARY ID 12848853-6

AFFIX NOTARY STAMP / SEAL ABOVE

Pedro Hernandez
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Pedro Hernandez, this the 18 day of April, 20 16, to certify which, witness my hand and seal of office.

Beverly A. Goodrich Beverly A Goodrich Notary
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41575

Date Filed:
04/18/2016

Date Acknowledged:
04/20/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ROMCO Equipment Company
Mercedes, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-MEG
Rental of heavy construction equipment.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

BLUECAT RENTALS
956-464-0123

MASTER EQUIPMENT LEASE AGREEMENT & RENTAL CONTRACT

FRONTERA EQUIPMENT

Master Equipment Lease Agreement and Rental Contract dated _____ between _____with offices at _____ (hereinafter referred to as "Lessee"), and **FRONTERA EQUIPMENT / BLUE CAT RENTALS** with offices at **2300 Expressway 83, Donna, Texas** (hereinafter referred to as "Lessor").

1. Lease of Equipment. Lessor hereby leases to Lessee, and Lessee leases from Lessor, each item of machinery, equipment and other personal property described in the following List of Equipment (individually an "Item of Equipment" and collectively the "Equipment"), for use at such location, at such rental rate and for such time as is therein stated. It is contemplated that additional items of machinery, equipment and other personal property may be included under this Agreement from time to time by the execution of a Schedule setting forth, with respect to such additional items, the information called for in the List of Equipment set forth below. When such Schedule has been signed by the Lessee and signed and approved on behalf of Lessor as herein provided, such Schedule shall be considered an integral part hereof and each item of machinery, equipment or other personal property described therein shall be deemed to be an "Item of Equipment" as herein defined from the date of such Schedule to the same extent as if such item had been described in the following List of Equipment. Lessee shall keep the equipment located at the point of delivery stated herein below unless Lessee receives written permission from FRONTERA EQUIPMENT CO to move the equipment to another specified location. All payments by Lessee are to be made at Lessor's offices in Donna, Texas.

LIST OF EQUIPMENT

Description of Items of Equipment	Serial No.	Tax Yes or No	Agreed Value of Items of Equipment	Minimum Rental Period	Monthly Rental Rate	Applicable Warranty (List Card Numbers)	New or Used
				Special Inventory Tax			
				Transportation Charge			
				Texas H.E. Surcharge 2%			
				Sales Tax 8.25%			
				Check ☐ Cash ☐ TOTAL			
Delivery and Miscellaneous Instructions:							

Lessee, at its own expense, shall do all loading, unloading, installing, dismantling and hauling, and shall pay all demurrage accruing at its own shipping and receiving point and all freight and switching charges in both directions.

2. Term and Lease Rentals. The terms of this Agreement shall be, with respect to each Item of Equipment, the Minimum Rental Period specified for such Item of Equipment above. Rental payments for each item of Equipment shall be made as follows:

2.1 Minimum Rental Period of One Month or More. With respect to each Item of Equipment leased for a Minimum Rental Period of one month or more, Lessee shall pay to Lessor on the date such Item of Equipment becomes subject to this Agreement and on the same day of each and every month thereafter until the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment is returned to Lessor's yard (i) base rentals in the amount of the Monthly Rental Rate set forth above for such Item of Equipment; and (ii) in the event such Item of Equipment was used more than 200 hours during the month preceding the payment date, additional rentals in the amount equal to 1/200 of the Monthly Rental Rate for each hour of such Item of Equipment was operated during such preceding month in excess of 200 hours.

2.2 Minimum Rental Period of Less Than One Month. With respect to each Item of Equipment leased for a Minimum Rental Period of less than one month, Lessee shall pay to Lessor: (i) on the date such Item of Equipment becomes subject to this Agreement and on the same day of each of the next three weeks thereafter (unless such Item of Equipment is returned to Lessor's yard prior thereto): (a) base rentals in the amount of one-third (1/3) of the Monthly Rental Rate set forth above for such Item of Equipment; and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours; and (ii) on the same day of each week thereafter beginning with the fourth week after such Item of Equipment becomes subject to this Agreement (a) base rentals in the amount of one-fourth (1/4) of the Monthly Rental Rate set forth above for such Item of Equipment and (b) in the event such Item of Equipment was used more than 40 hours during the week preceding the payment date, additional rentals in the amount equal to 1/40 of the weekly charge for such Item of Equipment for each hour such Item of Equipment was operated during such preceding week in excess of 40 hours.

Rental & Late Fees: For purposes of the foregoing, calculation of the rental period shall commence on the date an Item of Equipment has been notified by the Lessee to be on rent and shall terminate the later of (a) expiration of minimum rental period as expressed above or (b) until such Item of Equipment has been notified by the Lessee to be on off rent. Time is of the essence hereof, and if Lessee shall fail to pay any rental as herein provided the full amount of rent then unpaid hereunder shall become due and payable forthwith, and Lessor may at its option, in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of the equipment wherever it may be located, whereupon all rights of lessee to the Equipment shall terminate absolutely. Late payments shall bear interest at the highest contract rate permitted by law, but the payment of such interest shall not waive Lessor's right to terminate this Agreement as herein set forth. This Agreement is irrevocable for the full term hereof and for the aggregate rental reserved, and the rent shall not abate by reason of termination of Lessee's right of possession for failure to observe any provision of this Agreement.

3. Product Warranty, DISCLAIMER and Limitation. The only warranties, if any, applicable to any Item of Equipment are identified in the List of Equipment set forth in paragraph I hereof or in the Schedule relating thereto.

3.1 New products. Lessor and Lessee hereby agree that Lessor has not made any warranties, express or implied, regarding any new Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. Lessee agrees that its sole and exclusive remedy, if any, for defects in materials or workmanship with respect to any new Item of Equipment shall be against the manufacturer or manufacturers thereof pursuant to the express, written warranty, if any, extended by such manufacturer or manufacturers with respect to such products and described in the Item of Equipment set forth in paragraph 1 hereof or in the Schedule relating to such Item of Equipment. If any such express, written warranty is to be in effect, Lessee hereby acknowledges that it has received, read and understands the terms of such warranty and that a description of the warranty (including the warranty card number relating thereto) is set forth in the Item of Equipment or in the Schedule relating to such Item of Equipment.

Approval. This Agreement shall not be binding upon Lessor until approved by an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this Agreement in the place provided herein therefor.

IN WITNESS WHEREOF, Lessor and the Lessee have caused these presents to be duly executed.

LESSEE	LESSOR:
Name:	FRONTERA EQUIPMENT / BLUE CAT RENTALS
By:	By:
Title:	

THIS MASTER EQUIPMENT LEASE AGREEMENT AND RENTAL CONTRACT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF SAME BEING INCORPORATED HEREIN BY REFERENCE

3.2. Used Products. Lessor and Lessee further agree that Lessor has not made any warranties, express or implied, regarding any used Item of Equipment leased by Lessee pursuant hereto and that Lessor has expressly DISCLAIMED ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE regarding any used Item of Equipment leased by Lessee pursuant hereto except for any express warranties specifically described in the List of Equipment set forth in paragraph one hereof or in the schedule relating to such Item of Equipment. The only warranties offered by Lessor with respect to used products are as follows: "Bonded ".

(i) BONDED: An Item of Equipment warranted against defective material or workmanship for a period of 60 days from lease date. No charge will be made for parts or labor if defect occurs and Lessor is notified in writing during the 60-day period.

Lessor and Lessee agree that Lessee's SOLE AND EXCLUSIVE REMEDY against Lessor under "BONDED", warranties shall be for the repair or replacement of defective parts as provided in the warranty or condition selected. Repair or replacement shall be at Lessor's discretion. Lessor will make every attempt to replace any equipment that can not be repaired in a timely manner. Rental payment will cease during the time the equipment is unavailable due to defective parts.

Lessee acknowledges and agrees that this Agreement contains all agreements between Lessor and Lessee, and such terms are hereby accepted by Lessee. Lessee further agrees and acknowledges that no verbal contracts, agreements, or warranties other than as written in this Agreement have been received or given and its signature on this Agreement acknowledges such fact.

4. Maintenance and Repair. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Item of Equipment. Lessee shall see that the Equipment is not subjected to careless or needlessly rough usage. Lessee shall at its own expense maintain the Equipment and all additions, attachments and accessories in good mechanical condition and running order in strict accordance with the manufacturer's specifications and recommendations, and return it in its original condition less normal wear and tear or depreciation. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear. The expense of all maintenance and repairs made during the rental period, including labor materials, parts and other items, shall be paid by Lessee, except where covered by paragraph 3, shall become part of the Equipment and shall be the property of the Lessor.

5. Damage to Equipment. All risk of loss or damage to each Item of Equipment shall be borne by Lessee. Notwithstanding damage to an Item of Equipment, rental for such Item of Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damaged Item of Equipment, and Lessee shall repair, or cause to be repaired, each such damaged Item of Equipment promptly after the damage. In the event any Item of Equipment is destroyed, stolen or damaged to such extent that Lessee finds it undesirable or impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payments as to such Item of Equipment and all of Lessee's right, title, and interest in such Item of Equipment, together with any and all insurance rights it may have with respect to such Item of Equipment, shall be assigned to Lessor. To the extent not covered by insurance, Lessee shall indemnify Lessor against any and all loss and/or damage to Equipment.

The receipt and acceptance by the Lessee of any Item of Equipment shall constitute acknowledgement that such Item of Equipment has been accepted and found in good, safe, and serviceable condition, and fit for use, unless the Lessee makes claim to the contrary to Lessor by registered mail, return receipt requested, addressed to Lessor's office within three days after receipt of such Item of Equipment. The complaint shall set forth in detail the complete nature and the condition of the Equipment received. In the event of notice to Lessor by the Lessee that such Item of Equipment is not in good, safe, and serviceable condition and fit for use upon its arrival. Lessor shall have the right to put such Item of Equipment in good, safe and serviceable condition and fit for use, within a reasonable time, or to cancel this Lease.

6. Indemnity to Lessor. Lessee shall indemnify, protect and save and keep harmless Lessor, its agents, and servants, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including reasonable legal expenses, arising out of the use, OR OPERATION by the lessee or, in the event Lessee's possession of any Item of Equipment terminates by virtue of Lessee's default hereunder, arising out of or resulting from the condition of any Item of Equipment sold or disposed of after use by the Lessee, to the extent permitted under the Constitution and laws of the State of Texas. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be the basis of an adverse claim regarding any Item of Equipment. THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW, OR OTHERWISE. .

7. Insurance. Lessee shall at its own expense keep each Item of Equipment insured, at the full value thereof, against all risks of direct physical loss or damage to the Equipment, and shall likewise insure all Equipment adequately against such other risks and in such amounts as Lessor may reasonably require and with insurance companies qualified to do business in the state in which the Equipment may be located, with losses, if any, payable to Lessor, Lessee shall deliver to Lessor the policies or evidence of insurance satisfactory to Lessor. The failure of Lessee to secure or maintain such insurance shall constitute a default under this Agreement. In the event of such default, Lessor may, but shall not be obligated to, effect such insurance and an amount equal to the cost of such insurance shall be deemed additional rent to be paid forth by Lessee.

8. Taxes. Lessee shall pay all sales taxes, use taxes, excise taxes, personal property taxes, assessments, and valorem taxes, and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Lessor or Lessee or others, on or relating to any of the Equipment or the use, registration, rental, shipment, transportation, delivery, or operation thereof, other than federal or state income and franchise taxes of Lessor, and shall file all returns required therefor and furnish copies thereof to Lessor to the extent permitted under the Constitution and laws of the State of Texas. Upon demand, Lessee shall reimburse Lessor for any such taxes, assessments, charges, fines, or penalties which Lessor may be compelled to pay in connection with any of the Equipment. Lessor will cooperate with Lessee and furnish Lessee with any information available to Lessor in connection with the Lessee's obligations under this paragraph.

9. Assignment and Sublease. Neither this Agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent, and if the Lessee assigns this Agreement or any of its rights hereunder with the consent of Lessor as herein provided all of the conditions and obligations of this Agreement shall be binding upon Lessee's successors and assigns. Lessor may, without the necessity of prior consent or approval by Lessee, assign its rights and obligations under this Agreement, or may assign only its rights to receive lease rentals under this Agreement, and Lessee upon receiving written notice of any such assignment shall abide thereby. In the event Lessor assigns only its rights to receive lease rentals hereunder, Lessee agrees that it will, upon receipt of notice thereof, make payments of lease rentals to Lessor's assignee in accordance with such notice, that Lessee will make no attempt to off-set against such payments, any claim arising either under this Agreement or apart therefrom that Lessee may have against Lessor, that Lessee's obligations to pay lease rental to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this Agreement, any right of rescission Lessee may have, or for any other reason, to the end that Lessee's obligation to pay rent to Lessor's assignee of lease rentals hereunder will have the same effect as if such promise was contained in a negotiable promissory note executed and negotiated by Lessee to a holder in due course. Assignment by the Lessor of its right to receive lease rental payments hereunder shall not relieve the Lessor of its obligations under this Agreement, and the Lessee agrees to look solely to the Lessor for enforcement of such obligations; provided, however, that in the event Lessor assigns all of its rights and obligations under the terms and provisions of this Agreement, Lessee agrees that upon receipt by it of notice of such assignment the assignee of Lessor shall thereafter be deemed to be the Lessor for all purposes, and the Lessee agrees thereafter to look only to said assignee for the performance of all of Lessor's obligations hereunder.

10. Title to Equipment. Lessor and Lessee expressly agree that all of the property subject to this Agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas, and that the same shall never be so attached or affixed to any real estate as to be or become a fixture, Lessor and Lessee further expressly agree that this Agreement is a contract of lease only, and that Lessee shall not acquire any title to any of the Equipment subject hereto. Lessee shall keep the Equipment free from any and all liens and claims, and shall not do so or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor. Lessee's rights hereunder in and to the Equipment are and shall be subordinate to any such security interest.

11. Lessee's Default. The following events shall constitute defaults on the part of Lessee hereunder; failure of Lessee to pay any installment of rental on the date which the same shall become due; failure to return equipment to Lessor upon date due; failure of Lessee to receive written permission from FRONTERA EQUIPMENT prior to changing the location of the equipment from the last location thereof which was agreed to in writing by FRONTERA EQUIPMENT; any breach or failure of Lessee to observe or perform any of its other obligations hereunder; insolvency or bankruptcy of Lessee or the making by Lessee of an assignment to the benefit of creditors, or the consent of Lessee to the appointment of a trustee or receiver, or the appointment without its consent, of a trustee or receiver for Lessee or for a substantial part of its property; the institution by or against Lessee of bankruptcy, reorganization, arrangement, insolvency or other debtor-relief proceedings. Upon occurrence of any such default, Lessor may, at its option and without notice to or demand on Lessee, declare this Agreement in default and thereupon all Equipment and all rights of Lessee therein shall be surrendered to Lessor. Lessor may, by its agents, take possession of the Equipment wherever found, with or without process of the law, and for this purpose may enter upon any premises of Lessee without liability for suit, action or other proceedings by Lessee and remove the same. Lessor may hold, use, sell, lease, or otherwise dispose of the Equipment of any Item of Equipment or keep any of them idle if Lessor so chooses, without affecting the obligations(s) of Lessee. With respect to Equipment that is the subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid plus all sums to become due as rental to the end of the respective rental period of each Item of Equipment as if this Lease had not been terminated and all other damage sustained by Lessor by virtue of such breach. Any repossession or resale of any Item of Equipment shall not bar an action for a deficiency as above provided, and; the bringing of an action or entry of judgment against Lessee shall not bar Lessor's right to repossess any or all the Equipment.

12. Operators. Unless otherwise mutually agreed in writing, Lessee shall employ all operators to operate and repair the Equipment during the rental period, and shall employ none who are not qualified to perform their respective duties.

13. Inspection. Lessor shall have the right to inspect Lessee's time records and to take copies and extracts therefrom and discuss such records with Lessee's officers and employees during regular business hours to determine whether additional rentals are payable hereunder.

14. Prohibited Use. Lessee will not operate the equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, and Lessee will promptly notify Lessor if any such equipment is or becomes subject to contamination from any hazardous or toxic substances. Lessee agrees to indemnify, protect and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the operation or use of the equipment in connection with any hazardous or toxic substances, waster or other prohibited or dangerous contaminants.

15. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.

16. Miscellaneous Provisions. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this Agreement. This Agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. For purposes of interpretation, the singular shall be deemed the plural and the plural deemed singular; the forms of masculine, feminine and neuter shall be deemed one and the same.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Agreement shall impair any such right, power or remedy of Lessor, nor be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing. All remedies either under this Lease or by law afforded to Lessor shall be cumulative and alternate.

In case any matter is written or typed into this printed Agreement other than such as is necessary to fill the blanks provided therein, such matter shall be deemed an addition to the Lease and it is specifically understood and agreed by the Lessee and the Lessor that such added matter is not in any manner whatsoever intended to alter the meaning or intention of the printed clauses of the Agreement and in case of conflict and inconsistency between the printed portions and the written or typed additions, the printed portions shall control and any written or typed clauses in conflict therewith shall be treated as void.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41799

Date Filed:
04/19/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Big D Tractor Company, LLC dba Frontera Equipment/ Blue Cat Rentals
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-03-09-MEG
Heavy Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

SILVIA ELIZABETH DAVILA
Notary ID # 129893588
My Commission Expires
July 22, 2018

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ronica Lee Salinas, this the 19th day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Silvia Davila — Printed name of officer administering oath | Notary — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41799

Date Filed:
04/19/2016

Date Acknowledged:
04/19/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Big D Tractor Company, LLC dba Frontera Equipment/ Blue Cat Rentals
Donna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-058-03-09-MEG
Heavy Equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

STANDARD RENTAL CONTRACT
TERMS AND CONDITIONS

Tejas

1. INSPECTION, REPAIRS AND MAINTENANCE. Dealer is required to supply the equipment in good operating condition. Customer acknowledges by signing this contract that he has had and opportunity to personally inspect the equipment, has received instructions from Dealer for the safe use of the equipment, including manufacturer's saftery warnings and instructions, if any, and accepts the equipment as being suitable for his needs and in good operating condition, and that he understands its proper and safe use. The customer agrees that he will pay all cost of repairs during this rental period, including labor, materials, parts, and other items, except for normal wear and tear. "Normal wear and Tear" is defined as use of the equipment under normal work conditions with qualified personnel providing proper operation, maintenance and service. If repairs exceeding thenormal wear and tear are necessary upon return of the equipment, Dealer is authorized to make such repair and bill the customer. Customer agrees no to cover, alter, substitute or remove any identifying insignia displayed on the equipment. customer will not permit the equipment to be abused, overloaded or used beyond its capacity.

2. REPLACEMENT OF MALFUNCTIONING EQUIPMENT. If the equipment becomes un safe or in disrepair, Customer agrees to discontinue use and notify Dealer. The Dealer will replace the equipment with similar equipment in good working order, if available, when the equipment has become unsafe or in disrepair as a result of normal use. Dealer is not responsible for any incidental or consequential damages caused by delays or otherwise

3. WARRANTIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS.

4. INDEMNITY AND HOLD HARMLESS AGREEMENT. Customer agrees to and shall indemnify and hold harmless Dealer, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person, or for damage to any property, arising of or in connection with the use of the equipment or breach of this contract by Customer, regardless of whether such injuries, death,or damages are caused in whole or in part by the negligence of the Owner. It is the expressed intention of the parties hereto, bothe Customer and Dealer, that the indemnity provided for in this paragraph is indemnity by Customer to indemnify and protect Dealer from the consequences of Dealer's own negligence, whetehr that negligence is the sole or a concurring cause of the injury, death, or damage.

5. PROHIBITED USES. Use of the equipment in the following circumstances is prohibited, and constitutes a breach of this contract: A.Use for illegal purpose or in an illegal manner. B. Use when the equipment is in bad repair oris unsafe. C. Improper, unintended use or misuse. D. Use by anyone other than customer or his employees, without Dealer's written permission. E. Use atany other than the address furnished Dealer without Dealer's written permission.

6. ASSIGNMENTS, SUBLEASES AND LOANS OF EQUIPMENT. Dealer may assign his righs under this contract without Customer's consent, but will remain bound by all obligations herein. Customer may no sublease or loan the equipment without Dealer's written permission. Any purported assignment by customer is void.

7. TIME OF RETURN. Customer's right to possession terminates on the expiration of the rental period, and retention of possession after of this time consittutes a mateial breach of this contract. Time is the essence of theis contract. Any extension muct be mutally agreed upon in writing.

8. LATE RETURN. Customer agrees to return the rented equipment during Dealer's regular store hours, upon termination of the rental period. If not timely returned, the rental rate shall continue until the equipment is returned.

9. UNCLEAN, DAMAGED OR LOST EQUIPMENT. CUSTOMER AGREES TO PAY FOR ANY UNCLEAN, DAMAGE TO OR LOST EQUIPMENT, INCLUDING: 1. LOSS OF THEFT OF ACCESORY EQUIPMENT , SUCH AS WELDING LEADS, ELECTRIC CORD, BITS, BATTERIES, HOSES, ETC. 2. LOSS BY WILLFUL NEGLECT OR ABUSE. 3. MYSTERIOUS OR UNEXPLAINED DAMAGE OR DISAPPEARANCE. 4. THEFT BY PERSON(S) ENTRUSTED WITH THE EQUIPMENT. 5. ANY LOSS OR DAMAGE WHATSOEVER TO TRUCK(S) EQUIPMENT. 6. DAMAGE TO OR FLAT TIRE(S). 7. DAMAGE DUE TO NEGLECT OR ABUSE TO EQUIPMENT, REGARDLESS OF CAUSE, EXCEPT REASONABLE WEAR AND TEAR WHILE THE EQUIPMENT IS OUT OF THE POSSESSION OF DEALER, AND UNTIL THE EQUIPMENT IS RETURNED TO THE DEALER OR AN AUTHORIZED REPRESENTATIVE OF THE DEALER. CUSTOMER ALSO AGREES TO PAY A REASONABLE CLEANING CHARGE FOR EQUIPMENT RETURNED UNCLEAN, ACCRUED RENTAL CHARGES CANNOT BE APPLIED AGAINST THE PURCHASE OR COST OF REPAIR OF DAMAGED OR LOST EQUIPMENT. EQUIPMENT DAMAGED BEYOND REPAIR WILL BE PAID FOR AT ITS FAIR MARKET VALUE WHEN RENTED. THE COST OF REPAIRS WILL BE BORNE BY CUSTOMER, WHETHER PERFORMED BY DEALER OR AT DEALER'S OPTION, BY OTHERS. CUSTOMER AGREES TO FURNISH DEALER A POLICE REPORT ON ALL LOSSES.

10. DAMAGE WAIVER. IF ACCEPTED BY CUSTOMER, DEALER AGREES IN CONSIDERATION IF AN ADDITIONAL CHARGE AS SPECIFIEDIN THE AGREEMENT, TO MODIFY THE RESPONSIBILITIES OF CUSTOMER CREATED IN PARAGRAPH 9 (UNCLEAN, DAMAGED, OR LOST EQUITMENT). THIS WILL ONLY MODIFY THE "DAMAGED" PORTION IN PARAGRAPH 9. CUSTOMER ACCEPTING DAMAGE WAIVER IS NOT RESPONSIBLE FOR DAMAGE TO, DESTRUCTION OF RENTAL EQUIPMENT EXCEPT AS FOLLOWS: 1. DAMAGE DUE TO NEGLECT OR ABUSE 2. DAMAGE DUE TO FLOODS, RAIN, STORM, ETC. 3. DAMAGE TO TIRES, TUBES & WHEELS CAUSED BY BLOWOUT, BRUISES, CUTS, & OTHER CAUSES INHERENT IN THE USE OF EQUIPMENT. 4. DAMAGE RESULTING FROM MISUSE, ABUSE, FAILURE TO MAINTAIN CLEANLINESS, PROPER OIL FLUID, HYDRAULIC PRESSURE OR OTHEI NORMAL SERVICE OF EQUIPMENT. 5. OVERHEAD DAMAGE & ALL DAMAGE RESULTING FROM OVERTURNING. 6. DAMAGE FROM DIRTYING OF EQUIPMENT BY PAINT, MUD, PLASTER CONCRETE, ETC. DAMAGE WAIVER DOES NOT COVER ANY FORM OF UNCLEANLINESS THEFT OF EQUIPMENT, MYSTERIOUS OR UNEXPLAINED DISAPPERANCE OF EQUIPMENT, (SEI PARAGRAPH 9).

11. TIME OF PAYMENT. Accounts are due and payable in Hidalgo County, Texas, at the termination o the rental period. Any amount not paid when due shall bear intrest at the higest contract rate o intrest the Dealer may charge Customer under applicable law, compounded daily.

12. SUIT AND COLLECTION COSTS. Customer agrees that any suit on or by reason of customer's obligation under this contract may be brought against him in Hidalgo County, Texas where performance is to occur. customer agrees to pay all resonable collection, attorneys' and court fees and other expenses involved in the collection of the charges or enforcement of Dealer's rights under this contract.

13. REPOSSESSION. Upon a failure to pay rent or other breach of this contract, Dealer may terminate this contract and take possession of and peaceably remove the equipment from wherever it is located, and Dealer and his agents shall not be liable for any claims for damage for trespassing arising from the removal of the equipment.

14. LOADING AND UNLOADING EQUIPMENT. Customer is responsible for loading and unloading the equipment. If Dealer's agents or employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold harmless Dealer, its agents and employees, for any property damage or personal injuries, regardless of whether such injuries or damage are caused in whole or in part by the negligence of Dealer, its agents or employees

15. DELIVERY AND PICK-UP BY DEALER. Customer agrees to notify Dealer of required delivery and/or pick-up of equipment by Dealer a minimum of 24 hours before equipment is to be delivered or picked-up and Customer shall have equipment available for pick-up minimum of 3 hours prior to Dealer's mormal closing time. dealer will only deliver or pick-up equipment druing Dealer's regular business hours and in accordance with this paragraph.

16. DISCLAIMER OF AGENCY. Customer acknowledges that he is not the agent of Dealer for any purpose.

17. TIRE REPAIR OR REPLACEMENT. Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for the repair or replacement of any tires returned to the dealer in a damaged condition, regardless of the cause of the damage, resonable wear and tear execpted.

18. FAILURE TO RETURN EQUIPMENT DURING BUSINESS HOURS. In the event the equipment is not returned during Dealer's regular business hours, Customer agrees to pay for any damage to or loss ot the equipment occurring between the time or return and the commencement of Dealer's next business day.

19. DISCLAIMER OF MANUFACTURER. Customer agrees that Dealer is neither the manufacturer of the equipment nor the agent of the manufacturer.

20. USE OF EQUIPMENT. Customer agrees that the equipment shall be used only by persons competent in their operation and futher agrees that he is solely responsible for providing competent operators.

21. TITLE. This agreement is not a contract of sale. Title to the equipment is and shall remain in Dealer.

22. ATTEMPTED LEVY. Customer will give Dealer immediate notice of any levy attempted upon said equipment or if said equipment for any cause becomes liable to s eizure, and to indemnify Dealer against all loss and damages caused by any such action including Dealer's reasonable attorneys' fees and expenses.

23. ADDITIONAL TERMS FOR TRUCKS, TRAILERS AND CAMPER RENTALS. Dealer will provide.

24. DEPOSIT AND RESERVATION AMOUNT. Deposit does not cover replacement and/or repair of damage to equipment but can be applied toward cleaning charges, late return charges, repair or replacement of any damage to or loss of the equipment and may not cover total charges. Reservation amount, if any, paid to Dealer by Customer to reserve equipment for future rental is non-refundable and may not be applied toward rental or other charges. Dealer shall not be liable to Customer for any claim or damages, including consequential damages incurred by Customer, arising out of Dealer's inability to supply equipment previously reserved due to events beyond Dealer's contorl. In such event, Customer's sole remedy shall be limited to refund of the reservation amount if any, paid to Dealer.

25. SEVERABILITY. The provisions of this agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provisions or portions thereof shall not affect the remaining provisions or portions thereof.

26. NOTICE OF NON-WAIVER. The falluer of the Dealer at any one or more times to insist upon strict performance by the Customer of the conditions and terms of his agreement shall not be construed as a waiver of the Dealer's right to demand strict compliance.

27. INTEGRATION. This agreement comprises the entire agreement between the parties and it is acknowledged that there are no understandings, representations, warranties or promises, verbal or otherwise pertaining to this agreement or to the equipment, which are not incorporated herein.

Hidalgo County
Insurance Change -- HEAVY EQUIPMENT
{To be done within 24 hours of change in status}

Dept Name _____ Date _____

Department Representative: _____

Phone Number: _____

Move ☐

New Dept Name: _____

Old Dept Name: _____

Add ☐ **Change** ☐ **Delete** ☐

Rental ☐

How Long? _____

ATTACH RENTAL CONTRACT

Where acquired heavy equipment? _____

Court award, surplus, purchase, transfer, rent, etc., attach copies of paperwork, including title

Date acquired heavy equipment? _____

Name on Title or Lease: _____

Note: Hidalgo County can insure only heavy equipment where the County has title or is the leasee.

Vehicle ID: Tractor ☐ Truck ☐ Other _____

*** = Required Information**

* Maker of Equipment _____

* Model of Equipment _____ Year _____

* VIN Number / Serial Number _____

License Tag Number _____

(if applied for, write "in process")

County Asset Number (if you have it) _____

* Booked Value of Equipment _____ $

Items installed permanently on the equipment: **If NONE, MARK NONE**

If it's installed on the machine and you want it on insurance, fill this out:

Stenciling _____ Cost $ _____

Built-In Radio, etc. _____ Cost $ _____

Lights Package _____ Cost $ _____

Other added equipment _____ Cost $ _____

(Pumps, sprayers, hoists, welders, etc.)

Type of Insurance Requested:

Liability Only (**Mandatory**) — Do not remove: **X**

Deductible: $50,000 (each accident)

Physical Damage (Full-Coverage) — Do not remove: **X**

Deductible: $25,000 (each accident)

Covers other vehicle & pays for County vehicle after deductible

Note: Always full-coverage on Heavy Equipment

Fax to: Safety Division - 318-2658 **Date Done:** _____

For Use by the Safety Division Only:

Purchasing: Juan Alvarado, Capital Assets - 318-2629 fax **Date Done:** _____

McGriff, Seibels & Williams - (713) 877-8974 fax **Date Done:** _____

Revised 06/22/07

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41635

Date Filed:
04/18/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tejas Equipment Rental
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Purchasing Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-058-03-09-MEG
Rental of Heavy Equipment RFB N0: 2016-058-03-09-MEG

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Casas, Peter / Garcia, Reynaldo	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GLORIA PEREZ
My Notary ID # 4550876
Expires June 26, 2020

Reynaldo Garcia Jr.
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Reynaldo Garcia Jr, this the 25 day of April, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Gloria Perez	Notary Public

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-41635

Date Filed:
04/18/2016

Date Acknowledged:
04/25/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tejas Equipment Rental
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Purchasing Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.
2016-058-03-09-MEG
Rental of Heavy Equipment RFB N0: 2016-058-03-09-MEG

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Casas, Peter	McAllen, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54293

Purchasing Department 19.
A. 2.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Rocio Villarreal, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring grid for the purposes of ranking by Hidalgo County Commissioner Court ["Committee"] of the firms nominated by same at CC meeting of 04-19-16 in connection with engaging professional engineering services for Off-Site Services in connection with the construction of the New Hidalgo County Courthouse for the Roadway & Drainage Improvements associated with the Business 281/SH 107 Intersection affecting construction of said project so as to proceed with the next phase of the process;

Firms Nominated	L & G Engineering	TEDSI Infrastructure	Halff & Associates
Evaluator 1			
Evaluator 2			
Evaluator 3			
Evaluator 4			
Evaluator 5			
Scores			
Ranking			

B. Requesting authority for the Purchasing Dept. [along w/Hon. David D. Peden if so directed or other party] to commence negotiations with the number one ranked firm of: _____ for a professional engineering contract in connection with the Off-Site Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the construction of the New Hidalgo County Courthouse Project

BACKGROUND

At the time of closing the agenda, no scores have been received to insert in grid.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-419-40-125-035-0-730

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

BUDGETARY IMPACT:

Funds available as of 04/22/2016

Attachments

CC 4.19.16-Selected Engineer Firms

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Janie Alejos	04/22/2016 03:17 PM
Budget & Management	Veronica Ortiz	04/22/2016 03:23 PM
Martha Salazar	Marty Salazar	04/22/2016 04:46 PM
Budget & Management	Veronica Ortiz	04/22/2016 04:50 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Marty Salazar Started On: 04/20/2016 03:50 PM

Final Approval Date: 04/22/2016

4. AI-54232 Pct 3 Rd. Maint. (1200):
Approval of 2016 appropriation of funds from the R&B unreserved fund balance for Pct 3 Road Maintenance (program 005) in the amount of $379,528.80 to fund various operating expenditures.

AC/EC

5. AI-54198 Justice Court Tech (1242):
Approval of 2016 appropriation of funds in the amount of $30,290.84 for the purchase of technological equipment for the JP offices.

AC/EC

Purchasing Department:
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).

18.

A. **Hidalgo County**

1. AI-54249 Requesting authority to advertise for sealed Request for Proposals [with Qualifications] including approval of the procurment packet along with the drafted and developed [through collaboration between Health Dept., Purchasing & Pct. input] Exhibit "A"-Scope of Services/Requirements for: Hidalgo County-Professional Consulting Services Related to the Possible Creation of a Health and/or Hospital District.

AC/EC

SUB. HB1295 ARB.

2. AI-54118 A. Pursuant to Legal Notice #2, recommending waiver of formality/technicality [draft rental agreements missing in bid response], as it is in the best interest of HC to do so; EC/AC
B. Presentation of bids received for the purpose of award with approval of individual rental agreement forms for multiple vendors submitting the lowest and best bids for: Rental of Heavy Equipment County Wide and subject to compliance with HB1295 and/or HB23 when and if applicable;

3. AI-54168 A. Requesting authority to advertise and approve to auction Abandoned and Unclaimed Items on Auction List #37 as set forth under Texas Code of Criminal Procedure Article 18.17, as detailed on Exhibit "A" attached hereto; EC/AC
B. Requesting authority to advertise for Abandoned and Unclaimed Items [Palmview Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "B" attached hereto; AC/JP.
C. Requesting authority to advertise for Abandoned and Unclaimed Items [La Joya ISD Police Dept.] as forth under Texas Code of Criminal Procedure Article 18.17 and as noted on Exhibit "C" attached hereto.

EC/JP

4. AI-54254 A. Presentation of Hidalgo County's approved current pool of Engineers for HCCC nomination of at least three (3) firms specializing in the Civil Discipline for the purpose of following the selection protocol [nominate, select grading committee, present scoring grid to rank, authorize negotiation for eventual engagement] in connection with Off-Site Services necessary for a New Hidalgo County Courthouse Project Development including, but not limited to, the following: Public Involvement, Schematic, Hydrologic Studies, Environmental Assessment, Traffic Circulation Study Updates, Surveying, Geo-Technical/Construction Materials Testing, Right-of-Way Acquisition Services, PS&E [Plans-Schematics & Estimates] Designs and Construction Inspection Services for the Roadway and Drainage Improvements associated with the Business 281/SH 107 Intersection affecting the new courthouse project;

EC-LRG
AC-TEPSI
JG-Halff & Assoc.

1. LRG ;
2. TEPSI ;
3. Halff & Associates ;

AC/EC

B. Designation of "Committee" to Score and Evaluate the nominated firms.

Comm - Court members.

AC/EC

-75.C

AI-53580

Purchasing Department 19.
A. 3.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Approval of "First Amendment" to Service Contract #C-15-281-10-27 with Elite Transportation the inclusion of "Amended Exhibits "A1-Specifications/Requirements and B1-Bid Page" to the contract for the provision of the "Dead Body Pickup and Transport Services" whereas such revisions were imperative due to certain decedent circumstances as detailed in supporting documentation.

BACKGROUND

Contract was awarded on 10/27/15 pursuant to RFB No: 2015-281-10-07-SMA.

NOTE: Due to confidential information on decendent(s), not able to attach concerns submitted by the engaged vendor on the details surrounding additional services and cost.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-080-003-0-340
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Funds available through PO#736601

Attachments

1295 FORM
AMENDMENT INFORMATION

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/20/2016 03:49 PM
Budget & Management	Veronica Ortiz	04/20/2016 04:06 PM
Glinda Pacheco	Glinda Pacheco	04/21/2016 10:07 AM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Vangie Garcia Started On: 03/01/2016 11:53 AM
Final Approval Date: 04/22/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-13066

Date Filed:
02/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Elite Transportation
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2015-281-10-07-SMA
Transportation of human remains to local morgue

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
LAURA LIANNA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-28-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Notary Public, this the 12 day of February, 20 16, to certify which, witness my hand and seal of office.

Laura Lianna Rodriguez — Laura Lianna Rodriguez — Personal Banker

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-13066

Date Filed:
02/12/2016

Date Acknowledged:
02/17/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elite Transportation
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2015-281-10-07-SMA
Transportation of human remains to local morgue

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

FIRST AMENDMENT TO CONTRACT
#C-15-281-10-27

This **AMENDMENT** to the CONTRACT is made this **26th day** of **April of 2016** by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **CATALINA LOPEZ, DBA, ELITE TRANSPORTATION** (the "CONSULTANT").

WHEREAS, County and Company entered into a Contract on October 27, 2015 (the "CONTRACT") in which the Company agreed to provide the dead body pickup and transport services as described in the Contract; and

WHEREAS, the County due to certain circumstances requires further clarification of the services to be provided by the Company and hereby requires the amendment of the Contract; and

WHEREAS, the parties have agreed to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Service Contract, both parties hereby agree to the following amendment to the Contract.

1. Exhibit "A1"-Specifications/Requirements to be substituted with the Contract as attached hereto;

2. Exhibit "B1"-Bid Page to now include fees for additional services, on an as needed basis and as attached hereto.

3. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. County and Company ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Elite Transportation

_____
Catalina Lopez, Owner

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By:_____
Victor M. Garza, Assistant District Attorney

AMENDED EXHIBIT "A1"

Specifications/Requirements

Hidalgo County

"Dead Body Pickup and Transport Services"

RFB No. 2015-281-10-07-SMA

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County and in certain**circumstances** outside of the County to the Hidalgo County Morgue Facility at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

1) Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are **not acceptable**. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.

2) A listing of all drivers will be required to be submitted upon award of contract. Drivers will also be required to read and write the English language. Background Check on all personnel to include driving history utilizing the Texas Department of State Health Service criteria for criminal background checks on EMT/Paramedic personnel require fingerprints through the Fingerprint Applicant Service of Texas (FAST) for Texas/FBI criminal history check at cost to awarded vendor with report to be provided to Hidalgo County upon request. If a driver is found to have a criminal history, an evaluation and determination will be made as to whether or not the County will allow the individual to participate.

3) Transportation of decedent from place of death to the Hidalgo County morgue facility. This includes bodies for autopsy, toxicology only, inquest only and holds only cases. All are to be transported directly to the morgue facility with all paper work including but not limited to the following:

a. Any decedent to be transported to morgue facility requires all paper work to be signed by the Justice of the Peace "JP" and Investigating Agency;
b. Any cancellation case requires all paper work to be signed by the Justice of the Peace "JP" and Investigation Agency for consideration of payment of services;
c. Extra travel to different locations, or outside of the County on an as needed basis, for pickup of decedent applicable for consideration of payment of services pursuant to all paper work required in place.

4) From 6:00 PM to 8:00 AM M-F, on weekends and government holidays, the transport service will log the decedent into the facility, place the decedent in cooler and fax the investigative information sheet, other paperwork and the Justice of the Peace order for autopsy to the contracted forensic pathology service. An investigative information sheet will be filled out by the investigating officer at the scene and transported with the body to the morgue facility.

5) Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor. Vendor must provide a listing of available funeral homes in the area to any family member (if available) of decedent.

6) The successful vendor will be on call twenty-four (24) hours daily, seven (7) days a week, three hundred sixty- five (365) days a year, and will be available to respond within thirty (30) minutes of telephone notification. Decedents are to be directly transported to the morgue facility.

7) The vendor shall provide telephone and pager service and numbers to the appropriate County officials. Any change in telephone numbers, Vendor should immediately notify **the following departments; District Attorney's Office, Purchasing Department, All Law Enforcement Agencies, Hospitals, County Morgue Facility and Contract Forensic Pathologist.**

8) Vendor must provide and maintain a Surety Bond in the amount of $10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.

9) Vendor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, acquaintances. All communications for services requested of the Vendor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

10) Vendor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).

11) The awarded vendor will be required to be prepared if a "***Mass Casualty***" incident occurs. Vendor must immediately contact Hidalgo County Emergency Management **at 956-289-6549, upon a mass casualty incident. Vendor is required to have appropriate personnel and vehicles to respond to mass casualty events and/or occurrences.**

12) Hidalgo County will not pay for any services found to be unacceptable and or if paperwork for transport of decedent is not signed off by Justice of the Peace "JP" and Investigating Agency.

TERMS AND CONDITIONS:

1) Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.

2) Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.

3) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4) Hidalgo County has the right to terminate this contract upon giving sixty (60) days written notice of cancellation.

5) Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, September 23, 2015 5:00 p.m.,** Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, September 25, 2015.**

AMENDED EXHIBIT "B1"
BID PAGE
Hidalgo County
"Dead Body Pickup and Transport Services"
RFB No. 2015-281-10-07-SMA

Vendor must furnish all equipment and materials required for transporting dead human bodies, i.e., body bag, plastic rip lock seal for bag, gurney, flat white sheet, body identification tag or bracelet and any other materials required in transporting of a body by the vendor. Additional services and fees subject to all required paperwork signed by Justice of the Peace "JP" and Investigating Agency.

DESCRIPTION	PRICE
Transporting fee for decedent from location outside Hidalgo County to the Hidalgo County Morgue Facility.	$150.00 per decedent
Cancellation fee for pickup of decedent within Hidalgo County to the Hidalgo County Morgue Facility.	$75.00 per decedent
Pickup fee per decedent for extra travel to different locations.	$75.00 per decedent per location

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Draft Amendment-Elite Transporation-C-15-281-10-27

From : Victor Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Apr 04, 2016 04:50 PM

Subject : Re: Draft Amendment-Elite Transporation-C-15-281-10-27 3 attachments

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Vangie,

attached please find revised amendment, and exhibits (no changes recommended for exhibit B). Please let me know if you have any additional questions.

respectfully,

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) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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On Tue, Mar 1, 2016 at 1:41 PM, Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> wrote:

> Honorable Victor M. Garza;
> My apologies; please disregard the prior draft amendment document as I had to do a correction (please see attachment). I had a date there that was incorrect.....sorry.
>
> Respectfully;

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-13066

Date Filed:
02/12/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Elite Transportation
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2015-281-10-07-SMA
Transportation of human remains to local morgue

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
LAURA LIANNA RODRIGUEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-28-2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Notary Public, this the 12 day of February, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Laura Lianna Rodriguez. Printed name of officer administering oath | Personal Banker. Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-54317

Purchasing Department 19.
B. 1.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Comm. Cuellar, COMM. PCT. #1
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: COMM. PCT. #1

Information

CAPTION

A. Acceptance and approval of the proposed Professional Engineering Contract #C-16-164-04-26 with Aranda & Associates, Inc. for "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14 ½ from Mile 4 to Mile 6" for Hidalgo County Precinct One, as approved by CC for negotiations on 04/05/16; and

B. Acceptance and approval of the following Work Authorizations No. 1 and 2 amid proposed Contract #C-16-164-04-26 and as pursuant to action to the aforementioned line item with Aranda & Associates, Inc. for the provision of professional engineering services for the "Roadway Reconstruction Projects-Mile 11 from FM 1015 to Mile 1W and Mile 14½ from Mile 4 to Mile 6" and as funding is being determined.

Work Authorization No. 1-Mile 11 from FM 1015 to Mile 1W: $161,155.00
Work Authorization No. 2-Mile 14½ from Mile 4 to Mile 6: $149,300.00

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1345-431-00-121-XXX-0-721
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:
Funding available pending CC approval of AI- 54344 & 54349

FISCAL YEAR:	2016	ACCT. #:	6-1347-431-00-121-XXX-0-721
FUNDS AVAILABLE Y/N?:	Y/Pending	MATCHING FUNDS Y/N?:	N

BUDGETARY IMPACT:

Attachments

WA#1
WA#2
1295 Form
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2016 11:18 AM
Budget & Management	Veronica Ortiz	04/22/2016 11:51 AM
Glinda Pacheco	Glinda Pacheco	04/22/2016 04:59 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Vangie Garcia Started On: 04/21/2016 05:07 PM
Final Approval Date: 04/22/2016

HIDALGO COUNTY

Professional Engineering Services

Contract # C-16-164-04-26

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, Aranda & Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 11 from FM 1015 to Mile 1 W.

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 **$ 161,155.00**. 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 5, 6, & 7 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 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,** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No.1**.

HIDALGO COUNTY PRECINCT #1 Commissioner A.C. Cuellar, Jr..

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2016.

THE ENGINEER:
Aranda & Associates, Inc.

_____

By: James Aranda

THE OWNER:
HIDALGO COUNTY

_____

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"

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 Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates, Inc. (Engineer) in the development of Project, below identified specifically.

Aranda & Associates, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 11 from FM 1015 to Mile 1 W. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 11 Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 11 (FM 1015 to 1W).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 161,155.00**
	30% Submittal	$48,346.50
	60% Submittal	$48,346.50
	100% Submittal	$48,346.50
	At Contract Award	$16,115.50

Total Lump Sum Amount - $161,155.00

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
HIDALGO COUNTY MILE 11
FROM FM 1015 TO MILE 1 W

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C
☐ **New Location Added** - xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$161,155.00	$161,155.00	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			16			12							28
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			30							33
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	8		16				63
QA/QC Reviews 100% Submittal			3			36	8		8				55
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4		8				51
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	80				162
Process Field Data						2	40	50	80				172
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						24	40	40	120				
Develop Project Plans 60%						36	50	120	220				426
Develop Project Plans 100%						36	50	85	150				321
Address Review Comments						24	40	50	120				234
Assemble Front End						4	24						28
Develop and Assemble Techincal Specifications						4	8						12
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						4	8	6					18
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						6	10						16
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						8	16						24
Submit As-Built Plans						8	8	40	80				136
SUBTOTAL		0	56	0	0	410	470	431	890	0	0	16	2038
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9836 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	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		UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim Aggregate	1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

HIDAED2

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

Patrick C. Hall

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HIDALGO COUNTY

Professional Engineering Services

Contract # C-16-164-04-26

Work Authorization Form

WORK AUTHORIZATION NO. 2

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, Aranda & Associates, Inc., professional engineers of McAllen, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide
Provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6.

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 **$ 149,300.00**. 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 5, 6, & 7 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 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,** Commissioner A.C. Cuellar, Jr. as to content and detail of this **Work Authorization No.2**.

HIDALGO COUNTY PRECINCT #1 Commissioner A.C. Cuellar, Jr..

BY: _____

A.C. Cuellar, Jr., Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ___ day of _____, 2016.

THE ENGINEER:
Aranda & Associates, Inc.

_____

By: James Aranda

THE OWNER:
HIDALGO COUNTY

_____

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"

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 Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates (Engineer) in the development of Project, below identified specifically.

Aranda & Associates shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 14 ½ Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 14 ½ (Mile 4 to 6).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by Aranda & Associates in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 149,300.00**
	30% Submittal	$44,790.00
	60% Submittal	$44,790.00
	100% Submittal	$44,790.00
	At Contract Award	$14,930.00

Total Lump Sum Amount - $149,300.00

EXHIBIT D-1
ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN
HIDALGO COUNTY MILE 14 1/2
FROM MILE 4 TO MILE 6

FEE INCREASE JUSTIFICATION (CHECK BOX)

- ☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C
- ☐ **New Location Added** - xyz is added as a new improvement location
- ☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
- ☐ **Acquisition Services Added:**
- ☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$149,300.00	$149,300.00	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			5			16							21
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			35							38
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	4		8				51
QA/QC Reviews 100% Submittal			3			36	4		8				51
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4						43
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	120				202
Process Field Data						2	40	50	120				212
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						16	40	40	150				
Develop Project Plans 60%						24	40	120	160				344
Develop Project Plans 100%						36	40	80	120				276
Address Review Comments						24	36	50	80				190
Assemble Front End						2	16						18
Develop and Assemble Techincal Specifications						2	8						10
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						2	4						6
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						3	10						13
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						4	16						20
Submit As-Built Plans						4	8	36	60				108
SUBTOTAL		0	45	0	0	382	426	416	834	0	0	16	1862
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2016

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PRODUCER Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim Aggregate	1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

HIDAED2

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

Patrick C. Ball

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-43676

Date Filed:
04/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aranda & Associates, Inc.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C-16-164-04-26
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

GUADALUPE RODRIGUEZ
MY COMMISSION EXPIRES
DECEMBER 21, 2019
NOTARY ID: 11822539

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said James Aranda, this the 21 day of April, 2016, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Guadalupe Rodriguez — Printed name of officer administering oath | Notary State of Texas — Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-43676

Date Filed:
04/21/2016

Date Acknowledged:
04/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aranda & Associates, Inc.
McAllen, TX United States

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Hidalgo County

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C-16-164-04-26
Professional Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-16-164-04-26

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Aranda & Associates, Inc.**, Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the **"Mile 14½ [Mile 4 to 6] and Mile 11 [FM 1015 to 1W]"** project for **Hidalgo County Precinct No. 1** hereinafter referred to as the **"Project".**

WHEREAS, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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.

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.

2.4 Non-Exclusive Services of Engineer Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions 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. Effective upon approval, expiring on December 31, 2016, (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 Requests 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 **Owne**r in writing, In the event the **Owne**r 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 **Enginee**r 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 **Enginee**r 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 **Enginee**r, 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 agrees 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	**Aranda & Associates, Inc.**
100 E. Cano, 2nd Floor	**Attn: Jorge A. Gonzalez, PE, SIT, CFM**
Edinburg, Texas 78539	**1552 Dove Avenue**
	McAllen, Texas 78504

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 _____, 2016.

ENGINEER:
Aranda & Associates, Inc.

By:_____
Jorge A. Gonzalez, PE, SIT, CFM

OWNER:
Hidalgo County

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain

ATTACHMENTS:

LOCATION MAP
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT A*-1* *-RFQ Procurement Packet*
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 OWNER

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 A-1
-REQUEST FOR QUALIFICATIONS (RFQ)
PROCUREMENT PACKET

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

February 01, 2016

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2016-002-02-17-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2016-002-02-17-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D1, CIQ Conflict of Interest Questionnaire	3
8.	Exhibit D2, CIS-Conflict Disclosure Statement	3
9.	Exhibit E, Proposer's Affidavit	1
10	Vendor/Bidder Application and W-9 form	6
11.	Certification Regarding Debarment	1
12.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 01, 2016
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2016-002-02-17-YZV

Acceptance Due Date: **FEBRUARY 17, 2016**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, three (3) copies of all qualifications and eight (8) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2016-002-02-17-YZV-"HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 17, 2016.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. **DO NOT** include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 17, 2016**
Award of Contract	**MARCH 16, 2016**
Commence Work or Deliver Products	**_____, 2016**

16. HIDALGO COUNTY HOLIDAYS

2016 YEAR	
New Year's Day	01/01/2016
Martin Luther King Day	01/18/2016
President's Day	02/15/2016
Good Friday	03/25/2016
Memorial Day	05/30/2016
Independence Day	07/04/2016
Labor Day	09/05/2016
Columbus Day	10/10/2016
Veteran's Day	11/11/2016
Thanksgiving Day	11/24/2016 & 11/25/2016
Christmas Day	12/23/2016 &12/26/2016
New Year's Eve	12/30/2016

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2016, 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-1, 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 that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFQ packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFQ No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yolanda.velasquez@co.hidalgo.tx.us Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

FORM CIS (LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT will be included in packet as Exhibit "D-2".

COMPLETION AND SUBMISSION OF FORM CIS IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Qualifications, 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 Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award.

Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

28. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

32. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2016-002-02-17-YZV

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2016 and ending March 15, 2017**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, FEBRUARY 17, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit,

(2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Wednesday, February 10, 2016** at 5:00 p.m. Responses will be sent to all applicants by **Friday, February 12, 2016 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2016-002-02-17-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2016-002-02-17-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT D-1

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT D-2

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.

2. Office Held. Enter the name of the office held by the local government officer filing this statement.

3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.

4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.

5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds $100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed $100 in value.

6. Affidavit. Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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
Proposer/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.:**

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

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:

(THIS PAGE MUST BE SUBMITTED WITH PROPOSAL)

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2016-002-02-17-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D-1" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "D-2"-CIS Form

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 3 Copies, and 8 CD's containing a complete copy of Response.

EXHIBIT B
-SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 14 ½ Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 14 ½ (Mile 4 to 6).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates (Engineer) in the development of Project, below identified specifically.

Aranda & Associates shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 14 1/2 from Mile 4 to Mile 6. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • LiDAR Scanning

1552 Dove Ave., McAllen, TX 78504 Ph:956.631.0944 Fax:956.631.0992 arandaj@arandaworld.com
TBPLS# 10022500 TBPE# F-14993

April 21, 2016

A.C. Cuellar
Precinct No. 1
Hidalgo County Commissioner
1902 Joe Stephens Ave, #303
Weslaco, Texas 78596

Re: Proposal
Mile 11 Roadway Improvements

Mr. Cuellar,

We are pleased to submit this Proposal as requested for Professional Services required by Hidalgo County for the Roadway Reconstruction along Mile 11 (FM 1015 to 1W).

Attached please find our proposal for Professional Engineering Services to be provided for the development and completion of the project intent.

Also enclosed herein are Exhibits "B" – Scope of Services, "C" – Work Schedule, and "D1" – Fee Schedule and Man-hour Breakdown for your review and consideration.

Should you have any questions or would like to discuss this submittal further, please do not hesitate to contact us.

Respectfully,

James Aranda, RPLS
Owner/President

EXHIBIT "B"

Scope of Services to be Provide by Engineer

The following provides an outline of the services to be provided by Aranda & Associates, Inc. (Engineer) in the development of Project, below identified specifically.

Aranda & Associates, Inc. shall ultimately provide Professional Engineering Services for the Hidalgo County Roadway Reconstruction Project (Project) associated with the reconstruction of Mile 11 from FM 1015 to Mile 1 W. The services included to be furnished under this proposal are identified in detail below as individual tasks (this list is not intended to be comprehensive):

PROFESSIONAL ENGINEERING SERVICES

- Collection of field data necessary for design,
- Horizontal data collection of identified utilities thru Texas One Call,
- Horizontal & Vertical data collection of identified utilities,
- Collection of property and easement corners identified along the project limits
- Development of civil plans - cross section pavement design, specifications and cost estimates,
- Plan Sheets (11x17in) will be provided with the plan and profile view, standard civil details and TxDOT standards,
- Sign & Seal construction drawings, specification, & estimate,
- Coordination with City of Weslaco/Hidalgo County, if required,
- Coordination with TxDOT for Driveway Permit, if required,
- Coordination with local utility companies, if required,
- Attend all necessary meetings for Plan Design as required,
- Roadway pavement design will be based on the geotechnical report provided by the owner,
- Coordination of procurement and award of project,
- Produce project as-built record drawings
- Ensure contract compliance as per project plans and specifications,
- Review and process of contractor invoices,
- Review and respond to request for information,
- Manage field conflict resolutions,
- Periodic onsite field observations,
- Conduct final walk thru, punch-list, and close-out procedures.

EXHIBIT C
-WORK SCHEDULE

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provide by Aranda & Associates in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT "C"

Work Schedule

The following provides an outline of the time schedule anticipated for each task required for the proposed Professional Services to be provided by Aranda & Associates, Inc. in the development of the Project.

PRELIMINARY DESIGN SERVICES: May 2, 2016 – May 15, 2016

FINAL DESIGN SERVICES: May 18, 2016 – June 27, 2016

BID & AWARD: July 10, 2016 – August 15, 2016

CONSTRUCTION: August 29, 2016 – November 28, 2016

EXHIBIT D
-ENGINEER'S CONTRACT RATES

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D"

Hourly Rates

Principal	$150.00
Registered Professional Land Surveyor	$125.00
Project Engineer/Professional Engineer	$125.00
Right of Way Agent	$75.00
Design Engineer/Graduate Engineer	$70.00
CADD Manager/Tech III	$55.00
GIS Tech/ CADD Tech II	$50.00
CADD Tech I	$40.00
Resident Project Representative	$50.00
Clerical	$25.00
GPS Crew	$125.00
2-Man Survey Crew	$80.00
Party Chief	$40.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 149,300.00**
	30% Submittal	$44,790.00
	60% Submittal	$44,790.00
	100% Submittal	$44,790.00
	At Contract Award	$14,930.00

Total Lump Sum Amount - $149,300.00

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

HIDALGO COUNTY MILE 14 1/2

FROM MILE 4 TO MILE 6

FEE INCREASE JUSTIFICATION (CHECK BOX)
☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C
☐ **New Location Added** - xyz is added as a new improvement location
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction
☐ **Acquisition Services Added:**
☐

	ORIGINAL	PROPOSED	INCREASE
Length (ft)	10560	10560	0.00%
# sites	1	1	0.00%
Eng Fee ($)	$149,300.00	$149,300.00	0.00%

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			5			16							21
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			35							38
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	4		8				51
QA/QC Reviews 100% Submittal			3			36	4		8				51
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4						43
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	120				202
Process Field Data						2	40	50	120				212
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						16	40	40	150				
Develop Project Plans 60%						24	40	120	160				344
Develop Project Plans 100%						36	40	80	120				276
Address Review Comments						24	36	50	80				190
Assemble Front End						2	16						18
Develop and Assemble Techincal Specifications						2	8						10
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						2	4						6
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						3	10						13
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						4	16						20
Submit As-Built Plans						4	8	36	60				108
SUBTOTAL		0	45	0	0	382	426	416	834	0	0	16	1862
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 6,750.00	$ -	$ -	$ 47,750.00	$ 29,820.00	$ 22,880.00	$ 41,700.00	$ -	$ -	$ 400.00	$ 149,300.00

EXHIBIT "D1"

Fee Schedule and Estimated Man-hour Breakdown

The following provides an outline of the anticipated fee schedule that will be followed as our services are completed.

Service Description	Fee Schedule Description	Fee
Engineering Design		**$ 161,155.00**
	30% Submittal	$48,346.50
	60% Submittal	$48,346.50
	100% Submittal	$48,346.50
	At Contract Award	$16,115.50

Total Lump Sum Amount - $161,155.00

EXHIBIT D-1

ESTIMATED PROJECT FEE SCHEDULE AND MAN-HOUR BREAKDOWN

HIDALGO COUNTY MILE 11

FROM FM 1015 TO MILE 1 W

FEE INCREASE JUSTIFICATION (CHECK BOX)		ORIGINAL	PROPOSED	INCREASE
☐ **Project Limits Changed** - Original limits are from A to B and New limits are from A to C	Length (ft)	10560	10560	0.00%
☐ **New Location Added** - xyz is added as a new improvement location	# sites	1	1	0.00%
☐ **Improvement Type Changed:** Resurfacing has changed to Reconstruction				
☐ **Acquisition Services Added:**	Eng Fee ($)	$161,155.00	$161,155.00	0.00%
☐				

TASK DESCRIPTIONS	Scale	No. of Sheets	Principal	Project Manager	Senior Engineer	Project Engineer (PE)	Design Engineer	CADD Manager	CADD/GIS Tech	Survey Manager	Survey Crew	Project Admin	Totals
PROJECT CONTROLS													
Develop Project Scope			4			10							14
Internal Review			4			10							14
Public Agency Coordination/Permitting (including County, City, TxDOT, TCEQ, HCID 1)			16			12							28
Cost Estimate Preparation per Submittal (30%, 60%, 100%)			3			30							33
Monthly Invoicing			6			10						16	32
QUALITY CONTROL													
QA/QC Reviews 30% Submittal			2			24	4		8				38
QA/QC Reviews 60% Submittal			3			36	8		16				63
QA/QC Reviews 100% Submittal			3			36	8		8				55
Milestone Review Meetings with PMC (30%, 60%, Final)			3			36	4		8				51
ENGINEERING DESIGN													
Data Collection / Field Survey						2	40	40	80				162
Process Field Data						2	40	50	80				172
Review of geotechnical report			2			6	3						0
Develop Project Plans 30%						24	40	40	120				
Develop Project Plans 60%						36	50	120	220				426
Develop Project Plans 100%						36	50	85	150				321
Address Review Comments						24	40	50	120				234
Assemble Front End						4	24						28
Develop and Assemble Techincal Specifications						4	8						12
Prepare Bid Advertisement/Coordinate with Newspaper/Contact potential Bidders						4	8	6					18
Addressing Bid Questions						4	16						20
Prepare and Issue Addenda						4	16						20
Conduct Bid opening / Check and Tabulate Bids						2	12						14
Council Meeting for Contract Awards			4			2	1						7
Prepare Construction Award Documents						4	16						20
Pre-Construction Conference						4	8						12
Periodic Site Observations			6			12	24						42
Contractor Submittal Reviews						10	16						26
Contractor Pay Request Reviews						6	10						16
PROJECT CLOSE-OUT SERVICES													
Construction Closeout						8	16						24
Submit As-Built Plans						8	8	40	80				136
SUBTOTAL		0	56	0	0	410	470	431	890	0	0	16	2038
Loaded Hourly Rates			$ 150.00			$ 125.00	$ 70.00	$ 55.00	$ 50.00			$ 25.00	
Direct Labor			$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00
Expenses (Parking, Mileage, Postal, Printing, Copying and Misc Direct Expenses)													
TOTAL ESTIMATE		0	$ 8,400.00	$ -	$ -	$ 51,250.00	$ 32,900.00	$ 23,705.00	$ 44,500.00	$ -	$ -	$ 400.00	$ 161,155.00

EXHIBIT E
-WORK AUTHORIZATION

HIDALGO COUNTY

Professional Engineering Services
Contract # _____
Work Authorization Form

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 **Engineer** 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 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.**____.

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 _____ as indicated below and effective as of ___ day of _____, 2016.

THE ENGINEER:	**THE OWNER:**
(Firms Name)	**HIDALGO COUNTY**
_____	_____
By: (Name of Engineer)	**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 F
-SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____ , Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ _____day of _____ 2016 concerning engineering for _____ _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to

_____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2016.

THE ENGINEER:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
-CERTIFICATE OF INSURANCE (HIDALGO COUNTY)

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2016

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara	CONTACT NAME: Extension 6321 PHONE (A/C, No, Ext): 512-330-9836 FAX (A/C, No): 512-330-9856 E-MAIL ADDRESS: austincerts@anco.com
INSURED Aranda & Associates, Inc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. — 41262 INSURER B : Travelers Indemnity Co of Amer — INSURER C : The Charter Oak Fire Ins. Co. — 25615 INSURER D : Continental Casualty Co. — 20443 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PACP6199P931COF	02/11/2016	02/11/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2016	02/11/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2016	02/11/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB3408T860	02/11/2016	02/11/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Errors & Omissions			LSH591889839	06/13/2015	06/13/2016	Per Claim Aggregate	1,000,000 1,000,000

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

County of Hidalgo is an Additional Insured on all Commercial General Liability policies. 30 days notice of cancellation applies.

CERTIFICATE HOLDER

HIDAED2

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

Patricia C. Hall

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Contract #C-16-164-04-26 with Aranda & Associates-Professional Engineering Services-Precinct One

---

From : Steve Crain <scrain@atlashall.com> Thu, Apr 21, 2016 05:28 PM

Subject : RE: Contract #C-16-164-04-26 with Aranda & Associates-Professional Engineering Services-Precinct One

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, April 21, 2016 5:09 PM
To: Steve Crain <scrain@atlashall.com>
Subject: Contract #C-16-164-04-26 with Aranda & Associates-Professional Engineering Services-Precinct One

Mr. Crain:
Attached for your review/approval is the proposed contract with Aranda & Associates for Engineering Services for Precinct One as the Precinct is requesting to have on the agenda for court date of 04/26/16.

Respectfully;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI-54316

Purchasing Department 19.
C. 1.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to an existing Sole Source Declaration [current and unrevoked by CC] approval and authority to execute an AEP Texas Central Company Contribution-Aid-of-Construction Agreement for Electrical Distribution Service as requested by Pct. #2 at the Field Operations Facility located at 4011 S. Veterans Blvd., San Juan, Tx so as to extend electric service behind the facility to power up an oil tank that will be delivered and installed in the next few weeks and subject to compliance with HBs 23 &1295 if and when applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 1200-431-00-122-006-0-430
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:

Attachments

CC-3/05/14-BACKUP
AEP Agreement-install all materials and make electrical terminations
AEP-Request for Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Janie Alejos	04/22/2016 03:17 PM
Budget & Management	Veronica Ortiz	04/22/2016 03:24 PM
Glinda Pacheco	Glinda Pacheco	04/22/2016 03:42 PM
Martha Salazar	Marty Salazar	04/22/2016 04:42 PM
Budget & Management	Veronica Ortiz	04/22/2016 04:50 PM
Glinda Pacheco	Glinda Pacheco	04/22/2016 05:08 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM
Form Started By: Marty Salazar		Started On: 04/21/2016 04:58 PM

Final Approval Date: 04/22/2016

AI-43332 **Purchasing Department 15. B. 2.**
CC REGULAR
Meeting Date: 03/05/2014
Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2
Department: COMM. PCT. #2

Information

CAPTION

A. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't Code, Chapter 262, Section .024 (a)(7) "an item that can be obtained from only one source.";

B. Approval of a "Sole Source Declaration" with AEP Texas Central Company with authority to enter into a "Contribution-In-Aid-of Construction Agreement" in the amount of $10,951.41 commencing with the new Precinct. #2 Equipment & Maintenance Facility for the installation/extension of an overhead single phase and thereafter for any other applicable elected office, department, program, agency (from all eligible and applicable funding sources).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-053-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Funding pending approval of AI# 43400

Attachments

Agreement
letter

Form Review

Inbox	Reviewed By	Date
Martha Salazar	Rocio Villarreal	02/28/2014 09:25 AM
Purchasing Department	Marty Salazar	02/28/2014 02:09 PM
Budget & Management	Debbie Tamez	02/28/2014 02:10 PM
Manuel Chapa	Manuel Chapa	02/28/2014 03:23 PM
Auditor's Office	Monica Badillo	02/28/2014 05:20 PM
Form Started By: Erika Zamora		Started On: 02/25/2014 06:07 PM
Final Approval Date: 02/28/2014		

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: March 6, 2014

RE: "Sole Source Declaration"- Hidalgo County Maintenance Facility

---

American Electric Power (AEP) is the sole provider in Hidalgo County for a turn-key solution to supply lighting equipment, as well as repairs and maintenance services.

Hidalgo County requires a turn-key solution to extend overhead single phase for the new (under construction) Hidalgo County Precinct No. 2 Equipment and Maintenance Facility.

Therefore commencing with Precinct #2, Hidalgo County requires a Contribution-In-Aid-of-Construction Agreement with AEP for the provision of a turn-key solution to provide and service the new Hidalgo County Precinct No. 2 Equipment and Maintenance Facility (under construction).

This declaration will remain in effect as long as American Electric Power (AEP) continues to be the sole source for turn-key solutions for lighting with repair and maintenance services for all applicable Hidalgo County Elected Offices, Departments, Programs and Agencies (for all eligible, permitted and applicable funding sources) unless otherwise revoke by Hidalgo County Commissioners Court.

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY MAINTENANCE FACILITY
Service: 4011 S VETERANS BLVD
SAN JUAN, TX

Contract #: DWMS00000230329 Work Request #: 52612681

Date: 2/19/2014

You, HIDALGO COUNTY MAINTENANCE FACILITY (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:EXTEND OVERHEAD SINGLE PHASE TO SERVE NEW HIDALGO MAINTENANCE FACILITY

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 10,951.41. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to EXTEND OVERHEAD SINGLE PHASE TO SERVE NEW HIDALGO MAINTENANCE FACILITY, and the Customer agrees to provide PAY CIAC BEFORE RELEASING JOB. and to be ready to take electric service on or before 02/19/2014.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/20/2014 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
P.O. Box 24424
Canton, OH 44701-4424

Company No: 211
Contract No: DWMS00000230329
Customer No:
Date: 2/19/2014
Amount Due: 10,951.41

Bill To:
HIDALGO COUNTY MAINTENANCE FACILITY

Amount Remitted: _____

Contract No: DWMS00000230329
Date: 2/19/2014

PRO FORMA

Customer No:
Purchase Order: 52612681

Description	Quantity	UOM	Init Amt	Net Amount
EXTEND OVERHEAD SINGLE PHASE TO SERVE NEW HIDALGO MAINTENANCE FACILITY	1.0	EA	10,951.41	10,951.41

Amount Due: 10,951.41

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY MAINTENANCE FACILITY
Service: 4011 S VETERANS BLVD
SAN JUAN, TX

Contract #: DWMS00000230329 Work Request #: 52612681

Date: ~~2/19/2014~~ 3/5/14

You, HIDALGO COUNTY MAINTENANCE FACILITY (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:EXTEND OVERHEAD SINGLE PHASE TO SERVE NEW HIDALGO MAINTENANCE FACILITY

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 10,951.41. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to EXTEND OVERHEAD SINGLE PHASE TO SERVE NEW HIDALGO MAINTENANCE FACILITY, and the Customer agrees to provide PAY CIAC BEFORE RELEASING JOB. and to be ready to take electric service on or before ~~02/19/2014~~. 3/5/14.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 5/20/2014 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	Bernard Ross
By	Ramon Garcia	By	
Signature:		Signature:	
Title:	County Judge	Title:	Manager/Region Engineering
Date:	3/5/14	Date:	4/3/14

APPROVED BY
COMMISSIONERS' COURT
ON: 3/5/14

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

HIDALGO COUNTY PCT.# 2
Service: 4011 S VETERANS BLVD
SAN JUAN, TX

Contract #: DWMS00000334353 Work Request #: 61392004

Date: 4/15/2016

You, HIDALGO COUNTY PCT.# 2 (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON RWR# 61392004, AEP WILL BE INSTALLING OH ELECTRICAL FACILITIES TO SERVE CUSTOMER @ 4011 S. VETERANS ("I' RD.) IN SAN JUAN, TEXAS. FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2357.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 2,737.94. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to PROVIDE AND INSTALL ALL MATERIALS AND MAKE ELECTRICAL TERMINATIONS, and the Customer agrees to provide AND MEET ALL COMPANY REQUIREMENTS BEFORE JOB IS RELEASED TO CONSTRUCTION and to be ready to take electric service on or before 04/15/2016.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 7/14/2016 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

For Purpose of the
Oil tank installation.

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78586

Bill To:
HIDALGO COUNTY PCT.# 2

Company No: 211
Contract No: DWMS00000334353
Customer No:
Date: 4/15/2016
Amount Due: 2,737.94

Amount Remitted:_____

Contract No: DWMS00000334353
Date: 4/15/2016

PRO FORMA

Customer No:
Purchase Order: 61392004

Description	Quantity	UOM	Init Amt	Net Amount
DESIGNED BY ENGINEERING TECHNICIAN NOE' V. BARRERA ON RWR# 61392004, AEP WILL BE INSTALLING OH ELECTRICAL FACILITIES TO SERVE CUSTOMER @ 4011 S. VETERANS ("I' RD.) IN SAN JUAN, TEXAS. FOR PAYMENT, CONTACT ROSIE UNDERWOOD @ (956) 283-2357.	1.0	EA	2,737.94	2,737.94

Amount Due: 2,737.94

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Form HB1295 for Contract No. DWS00000334353 with AEP

From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Fri, Apr 22, 2016 03:04 PM

Subject : Form HB1295 for Contract No. DWS00000334353 with AEP 2 attachments

To : rpastore@aep.com

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Erika Zamora <erika.zamora@co.hidalgo.tx.us>, Esther Perez <esther.perez@co.hidalgo.tx.us>

Ms. Pastore:

Please review attached **HB1295** notice in connection to contract# **C-16-196-04-26** for **American Electric Power (AEP)** for the purpose of approving the ***Contribution-In-Aid-Of-Construction Agreement (Contract No. DWS00000334353)*** for Hidalgo County Precinct No. 2.

Please respond accordingly.

Should you have any questions, you may contact me at (956) 318-2626.

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

HB1295-Notice to AEP.pdf
69 KB

AEP Texas Central Co-Contribution-In-Aid-Of-Construction Agreement-Pct 2-.pdf
90 KB

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 22, 2016

Renee Pastore
American Electric Power
5700 N. Cage Blvd
Pharr, Texas 78586

via-email:rpastore@aep.com

Re: HB Form 1295 Required
Contribution-In-Aid-Of-Construction Agreement (Contract No. DWS00000334353) for Pct 2

Dear Ms. Pastore:

In order to process the award of **Contract # C-16-196-04-26** with American Electric Power to **(DWS00000334353) PROVIDE AND INSTALL ALL MATERIALS AND MAKE ELECTRICAL TERMINATIONS** located within **Hidalgo County Precinct No. 2,** the County is required, as of **January 1, 2016,** to comply with **Texas Government Code, §2252.908,** and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed **Certificate of Interested Parties Form 1295**, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced agreement, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of **Form 1295**, provide the Contract No.: C-16-196-04-26 shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on April 26, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: rocio.villarreal@co.hidalgo.tx.us on or **by Monday, April 25, 2016**. Hidalgo County cannot enter into a contract until Form 1295 is submitted, therefore, failure to timely submit Form 1295 signed, and notarized may result in delay of award.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the contract 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/rv
Enclosures

AI-54302

Purchasing Department 19.
C. 2.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Sandy Suarez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and award of proposal received from Doggett Machinery Services-Houston, TX. awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #424-13, for the purchase of "ONE (1) New Dynapac CP142 Pneumatic Roller" for $ 74,152.00, to include but not limited to, BuyBoard fee's & delivery for use on proposed Road Improvements within Pct. 2 through Project#2016-191-SGS and subject HB1295 and.or HB23 when and if applicable.

BACKGROUND

Funding as been appropriated for the proposed purchase of mentioned equipment, for the use of Road Improvements within Hidalgo County Pct #2.

Reference Requisition No.: 297301

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1345-431-00-122-112-0-751
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Pct 2 $ 250,000.00 as of 04/22/16

Attachments

Quote-back up
Letter regarding 1295
1295

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	04/22/2016 02:58 PM
Budget & Management	Veronica Ortiz	04/22/2016 03:00 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Sandy Suarez Started On: 04/21/2016 11:12 AM
Final Approval Date: 04/22/2016

DOGGETT JOHN DEERE

Houston: #42
10100 North Loop East
Houston, TX 77029
(713)679-6700

Vidor: #43
1210 Freeway Blvd
Vidor, TX 77662
(409)769-0416

Pharr: #44
900 E. Expressway 83
San Juan,Tx 78589
(956)787-0001

Corpus Christi: #45
433 Flato Rd
Corpus Christi, TX 78405
(361)289-0727

Brownsville: #46
5994 S. Padre Island Hwy
Brownsville, TX 78521
(956)831-9377

Victoria: #47
6812 US 59 North
Victoria, TX 77905
(361)570-6666

College Station #48
3911 Elaine Drive
Bryan, TX 77806
(979)778-4825

Sales Proposal

Salesman:	Andy Ramos	Store #:	44
Phone #:	956-227-0877	Date:	4/18/2016
E-Mail:	andy.ramos@doggett.com	Quote Expiration :	30 days

Account # :		Phone #:	
Customer:	Hidalgo County Pct # 2	Mobile #:	
Contact:	Armando Salinas	Fax #:	
Address:		Customer PO #:	
City/St/Zip:	San Juan,Tx		

Sale Terms:			Warranty:			
		Finance			Extended	Full
		Lease			New	EPT+Hyd
	X	Cash			Other	EPT
Term:		Balance Due Upon Receipt	Term:		Months	Hours

Year	Make	Model	Stock / Serial No.	Description of Equipment/Attachments	Sale Price $
2015	Dynapac	CP142	New	2015 Dynapac Pneumatic Roller	$ 102,690.00
				69" Rolling Width	
				Open Rops	
				5 Front 4 Rear Tires	
				Cummins Turbo Diesel 99 Hrs	
				Buyboard Discount -20%	$ (20,538.00)
				Buyboard Contract # 424-13	
				Doggett Discount	$ (8,000.00)
				Extended Warranty :	
				Total Selling Price :	$ 74,152.00

Trade In Information

101,976.00 +
714.00 +
BB 20% Disc. 20,538.00 –
Doggett Disc 8,000.00 –
74,152.00 *

Less Applicable Rent:	$	-
Less Trade-In Value:		
Taxable Amount:	$	74,152.00
Ad Valorem Tax:	$	-
Sales Tax:	$	-
Less Down Payment:	$	-
Total Amount Being Charged:	$	74,152.00

Warranty

5 Years / 5000 Hrs Powertrain & Major Components

Salesman: Andy Ramos

Customer:

Build Sheet for Dynapac Product

Atlas Copco

CP142

		PO #:	
erial Number:		Dealer:	
Date of order:		Order #:	
hip To:		Requested Ship Date:	

andard features: ***North American Package***

- Air cleaner indicator
- Back-up alarm
- Ballast boxes-6 (2 Solid, 4 Empty for wet sand or water)
- Dual scrapers and cocoa mats
- Engine Cummins QSB 3.3, 99 hp (74 kw) @ 2200 Rpm
- Fuel gauge
- Horn
- Hour meter
- Hydraulic oil level indicator
- Instrument cover
- Lifting point
- Operator seat w/ arm rest
- Neutral start switch
- Pressurized water system
- Radiator fan guard
- ROPS including seat belt (CP 142)
- Tachometer
- Tires 7.50 X 15, 14 ply (CP 142)
- Warning light- air cleaner (CP 142)
- Warning light- brake (CP 142)
- Warning light- engine oil pressure (CP 142)
- Warning lights- engine temperature (CP 142)
- Warning light- hydraulic oil filter (CP 142)
- Warning light- hydraulic oil temperature (CP 142)
- Warning light- low charge (CP 142)
- Warning light- low fuel (CP 142)
- Work Lights

ptional Ballast Information:

mpty Ballast Box filled with water	633 lbs. Each
mpty Ballast Box filled with wet sand	992 lbs. Each
olid Ballast Box	2,205 lbs. Each

		List Price
4812315056	Pneumatic tired 9 wheels, weight 17,637 lbs	**$ 101,976**

ommon Options:

		List Price
4812100327	Rotating beacon	$ 714
4700198173	1 Empty ballast box (must order in pairs)	$ 1,370
4700388937	2 Solid ballast boxes (4,410 lbs. total)	$ 5,093
4700381535	Slow moving vehicle sign	$ 264
4700COL104	Special Color (one color)	$ 4,124
4700COL204	Special Colors (two colors)	$ 4,977

tandard Warranty: 1 year/1500 hrs full machine included

/arranty Options:	**Extended Warranty Term**	**List Price**
4812159272	Platinum Plus 12 Ltd. Full (2yr or 2500hr)	$ 3,314
4812159274	Platinum Plus 24 Ltd. Full (3yr or 3500hr)	$ 5,099
4812159271	Gold Plus 12 Ltd. MC & PT (2yr or 2500hr)	$ 2,702
4812159273	Gold Plus 24 Ltd. MC & PT (3yr or 3500hr)	$ 3,569
4812159275	Gold Plus 36 Ltd. MC & PT (4yr or 4000hr)	$ 6,628
4812159276	Gold Plus 48 Ltd. MC & PT (5yr or 5000hr)	$ 7,903

xtended Warranty Prices listed are for STD US Stock Configuration only.
ontact your regional manager for additional options & Configuration pricing.

xtended Warranty Registration form must still be filled out and submitted with this PMU

101,976.00 +
714.00 +
102,690.00 *

Zimbra **sandy.suarez@co.hidalgo.tx.us**

CP142

From : Andres Ramos <andy.ramos@doggett.com> Thu, Apr 21, 2016 03:26 PM

Subject : CP142 1 attachment

To : sandy suarez <sandy.suarez@co.hidalgo.tx.us>

Cc : Brad Penick <Brad.Penick@doggett.com>

Sandy

Here is the List price on the CP142 Roller
$ 101,976.00 is for the roller
$ 714.00 is for the Rotating Beacon
$ 102,690.00 is the price

Any questions let me know

Thanks

Andy Ramos
Territory Sales Manager
Andy.Ramos@doggett.com

Doggett Heavy Machinery Services
900 E. Expressway 83
San Juan, TX 78589
www.doggettgroup.com
Office: (956) 787-0001
Fax: (956) 787-0055
Cell: (956) 227-0877

-----Original Message-----
From: donotreply@doggett.com [mailto:donotreply@doggett.com]
Sent: Thursday, April 21, 2016 3:25 PM
To: Andres Ramos
Subject: Scanned from MFP-05219990 04/21/2016 14:24

Scanned from MFP-05219990.
Date: 04/21/2016 14:24
Pages:2
Resolution:200x200 DPI

DOC042116.pdf
87 KB

Model	Part #	Roller Description	Tons	Engine	2015 List Price
CA1300D	4812 1414 95	54" Single Drum , Smooth ROPS/FOPS	5.3	Kubota V3307 CR-TE4 (T4	$ 86,583.00
CA1300PD	4812 1415 11	54" Single Drum , Pad Foot, ROPS/FOPS	5.8	Kubota V3307 CR-TE4 (T4	$ 92,688.00
CA1300PDB	4812 1415 12	54" Single Drum , Pad Foot w Blade, ROPS/FOPS	5.8	Kubota V3307 CR-TE4 (T4	$ 101,632.00
CA1500D	4812 1414 19	66" Single Drum, Smooth ROPS/FOPS	8	Cummins QSB 3.3 (T4i)	$ 109,711.00
CA1500PD	4812 1416 12	66" Single Drum, Pad Foot ROPS/FOPS	8	Cummins QSB 3.3 (T4i)	$ 118,464.00
CA2500D 3.3	4812 1417 30	84" Single Drum, Smooth , ROPS/ FOPS	12	Cummins QSB 3.3 (T4i)	$ 133,496.00
CA2500D 4.5	4812 1406 46	84" Single Drum, Smooth , ROPS/ FOPS	12	Cummins QSB 4.5 (T4i)	$ 144,946.00
CA2500PD 4.5	4812 1406 86	84" Single Drum, Pad Foot , ROPS/ FOPS	12	Cummins QSB 4.5 (T4i)	$ 157,872.00
CA3500D	4812 1413 94	84" Single Drum, Smooth , ROPS/ FOPS	13	Cummins QSB 4.5 (T4i)	$ 173,367.00
CA3500PD	4812 1413 95	84" Single Drum, Pad Foot , ROPS/ FOPS	13	Cummins QSB 4.5 (T4i)	$ 184,728.00
CA3600D	4812 1408 14	84" Single Drum, Smooth , ROPS/ FOPS	13.5	Deutz TCD6, 1L06 (T4i)	$ 177,223.00
CA3600PD	4812 1408 38	84" Single Drum, Pad Foot , ROPS/ FOPS	13.5	Deutz TCD6, 1L06 (T4i)	$ 186,936.00
CA4000D	4812 1408 69	84" Single Drum, Smooth , ROPS/ FOPS	15	Deutz TCD6, 1L06 (T4i)	$ 173,117.00
CA4000PD	4812 1408 97	84" Single Drum, Pad Foot , ROPS/ FOPS	15	Deutz TCD6, 1L06 (T4i)	$ 182,872.00
CA5000D	4812 1409 78	84" Single Drum, Smooth , ROPS/ FOPS	17	Deutz TCD6, 1L06 (T4i)	$ 217,921.00
CA5000PD	4812141007	84" Single Drum, Pad Foot , ROPS/ FOPS	17	Deutz TCD6, 1L06 (T4i)	$ 229,567.00
CA5500D	4812 1410 27	84" Single Drum, Smooth , ROPS/ FOPS	19	Deutz TCD6, 1L06 (T4i)	$ 227,626.00
CA5500PD	4812 1410 47	84" Single Drum, Pad Foot , ROPS/ FOPS	19	Deutz TCD6, 1L06 (T4i)	$ 239,272.00
CA6000D	4812 1410 69	84" Single Drum, Smooth , ROPS/ FOPS	21	Deutz TCD6, 1L06 (T4i)	$ 237,331.00
CA6000PD	4812 1410 91	84" Single Drum, Pad Foot , ROPS/ FOPS	21	Deutz TCD6, 1L06 (T4i)	$ 248,977.00
CA6500D	4812 1411 10	84" Single Drum, Smooth , ROPS/ FOPS	23	Deutz TCD6, 1L06 (T4i)	$ 247,036.00
CA6500PD	4812 1411 29	84" Single Drum, Pad Foot , ROPS/ FOPS	23	Deutz TCD6, 1L06 (T4i)	$ 258,683.00
CA702D	4812 1416 31	84" Single Drum, Smooth , ComfCab	30	Cummins QSB6.7 (T3)	$ 294,421.00
CA702PD	4812 1416 33	84" Single Drum, Pad Foot , ComfCab	30	Cummins QSB6.7 (T3)	$ 313,056.00
CC900G	4812 2695 50	35" Double Drum Asphalt Roller , Gas, Folding ROPS	1.45	Honda GX630R QYD	$ 21,478.00
CC800 Plus	4812 1417 87	31" Double Drum Asphalt Roller , Plus package	1.7	Perkins 430D-11	$ 37,699.00
CC900 Plus	4812 1417 98	39" Double Drum Asphalt Roller , Plus package	1.75	Kubota D1105-E-4B	$ 38,505.00
CC1000 Plus	4812 1418 17	35" Double Drum Asphalt Roller , Plus package	1.85	Kubota D1105-E-4B	$ 40,205.00
CC1100 Plus	4812 1415 77	42" Double Drum Asphalt Roller , Plus package	2.6	Kubota D1703-M (T4i)	$ 48,639.00
CC1100C Plus	4812 1415 79	42" Combi Roller with 4 rear tires , Plus package	2.6	Kubota D1703-M (T4i)	$ 54,814.00
CC1200 Plus	4812 1415 81	47" Double Drum Asphalt Roller , Plus package	2.88	Kubota D1703-M (T4i)	$ 49,875.00
CC1200C Plus	4812 1415 83	47" Combi Roller with 4 rear tires , Plus package	2.88	Kubota D1703-M (T4i)	$ 56,202.00
CC1300 Plus	4812 1415 85	51" Double Drum Asphalt Roller , Plus package	4.3	Kubota V2203-M (T4i)	$ 61,476.00
CC1300C Plus	4812 1415 87	51" Combi Roller with 4 rear tires , Plus package	4.3	Kubota V2203-M (T4i)	$ 69,964.00
CC2200 HF	4812 1402 55	59" Double Drum Roller, High Frequency , ROPS	8.5	Deutz TCD3. 6 (T4i)	$ 144,889.00
CC2200C HF	4812 1402 14	59" Combi Roller with 4 rear tires, High Frequency ,Offset	8.5	Deutz TCD3. 6 (T4i)	$ 166,622.00
CC2300 HF	4812 1402 95	59" Double Drum Roller, High Frequency , Offset, ROPS	8.5	Deutz TCD3. 6 (T4i)	$ 185,921.00
CC2300C HF	4812 1402 71	59" Combi Roller with 4 rear tires, High Frequency , Offset	8.5	Deutz TCD3. 6 (T4i)	$ 191,499.00
CC3200 HF	4812 1403 49	68" Double Drum Roller, High Frequency , ROPS	9	Deutz TCD3. 6 (T4i)	$ 150,684.00
CC3200C HF	4812 1403 10	68" Combi Roller with 4 rear tires, High Frequency , Offset	9	Deutz TCD3. 6 (T4i)	$ 173,287.00
CC3300 HF	4812 1403 83	68" Double Drum Roller, HF, Split Drums , Offset, ROPS	9	Deutz TCD3. 6 (T4i)	$ 191,393.00
CC3300C HF	4812 1403 65	68" Combi Roller w 4 rear tires, HF, Split Drums , Offset	9	Deutz TCD3. 6 (T4i)	$ 197,135.00
CC3800 HF	4812 1404 02	68" Double Drum Roller, High Frequency , ROPS	10	Deutz TCD3. 6 (T4i)	$ 160,232.00
CC4200 HF	4812 1404 68	68" Double Drum Roller, High Frequency , ROPS	11	Cummins QSB 4.5 (T4i)	$ 169,290.00
CC4200C HF	4812 1404 24	68" Combi Roller with 4 rear tires, High Frequency , Offset	10.5	Cummins QSB 4.5 (T4i)	$ 192,092.00
CC5200 HF	4812 1405 50	77" Double Drum Roller, High Frequency , ROPS	12	Cummins QSB 4.5 (T4i)	$ 198,197.00
CC5200C HF	4812 1404 84	77" Combi Roller w 4 rear tires, High Frequency , Offset	11.5	Cummins QSB 4.5 (T4i)	$ 211,339.00
CC6200HF	4812 1406 13	84" Double Drum Roller, High Frequency, ROPS	13	Cummins QSB 4.5 (T4i)	$ 215,258.00
CC6200HF	4812 1406 14	84" Double Drum Roller, High Frequency, Offset, ROPS	13	Cummins QSB 4.5 (T4i)	$ 217,391.00
CC7200	4812 1418 23	84" Roller , ROPS	18.5	Cummins QSB 6.7 (T4i)	$ 294,731.00
CP142	4812 3150 56	9 Wheel Pneumatic Tired Roller	8.5	Cummins QSB 3.3 (T4i)	$ 101,976.00 *
CP2700	4812 3151 40	9 Wheel Pneumatic Tired Roller, Standard Machine	13.6	Cummins QSB 4.5 (T4i)	$ 183,306.00

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services - Houston[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Vendor Name:	Doggett Machinery Services - Houston
Address:	9111 North Freeway Houston, TX 77037
Phone Number:	(713) 679-6700
Email:	David.Stange@doggett.com
Federal ID:	20-3694220
Contact:	David Stange
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 4
States Served:	All States
Quote Reference Number:	424-13
Additional Dealers:	Doggett Machinery Services, Baton Rouge LA; Yellowhouse Machinery Co, Amarillo TX; Mu Tractor & Equipment Co, Wichita KS; Tom Growney Equipment, Albuerque NM; RDO Equip Co, Irving TX; Colorado Machinery, Pueblo West CO; Pape Machinery, Sacramento CA

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

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Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services - Houston[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Additional Resources

Show 25 results

Narrow Results: pn

Vendor	Description	Pricing Sheet	Price	Qty	A
Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Pneumatic Compactors & Rollers. **Texas Rio Grand Valley & Texas Gulf Coast areas only**	N/A	$0.00		

Extended Product Information

Full Description: 20% Discount off Dynapac pricelist for Pneumatic Compactors & Rollers. **Texas Rio Grand Valley & Texas Coast areas only**

Showing 1 to 1 of 1 entries (filtered from 30 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January19, 2016

Doggett
Bidder's name
900 E. Expressway 83_
Address
San Juan, TX. B78589_____
City, State, Zip Code
ATTN: Andy Ramos_____

Re: **Bid No: 2016-191-SGS**
HIDALGO COUNTY
Request for Quote-"Purchase One (1) 2015 Dynapac CP142 Pneumatic Roller"

Dear Mr. Ramos,

In order to process the award of bid/contract resulting from this bid, the County is required, as of January 1, 2016, to comply with Texas Government Code, §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code. In accordance with these requirements for the type of contract being considered, a business must submit a completed Certificate of Interested Parties Form 1295, to the County before the County may enter into a contract with the business entity.

In order for County staff to process the above referenced bid, you must complete Form 1295 and file Form 1295 with the Texas Ethics Commission. You can find the 1295 form through the Texas Ethics Commission at the following website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

In box 3 of Form 1295, provide the Bid No.: **2016-191** shown above. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office by the deadline stated below.

In order to maintain the schedule for presentation to Commissioners Court on April 26, 2016, the signed notarized Form 1295 must be received in our office completed via fax to (956) 292-7612 or via email to: sandy.suarez@co.hidalgo.tx.us by this afternoon or by no later than Monday, April 22, 2016 at 10:00 A.M. **Hidalgo County cannot enter a commitment to purchase the Pnenmatic Roller, until Form 1295 is submitted, therefore, failure to submit Form 1295, at the time request, will delay purchase.**

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-44267

Date Filed:
04/22/2016

Date Acknowledged:
04/25/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Heavy Machinery
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

2016-191-SGS
Pneumatic Roller

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett Heavy Machinery	San Juan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-44267

Date Filed:
04/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Doggett Heavy Machinery
San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hidalgo County Purchasing Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-191-SGS
Pneumatic Roller

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Doggett Heavy Machinery	San Juan, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

JAISON DEVASSY VENNATT
Notary Public, State of Texas
My Commission Expires
September 28, 2019

AFFIX NOTARY STAMP / SEAL ABOVE

Andres Ramos
Signature of authorized agent of contracting business entity
TX DL 08168148

Sworn to and subscribed before me, by the said Andres Ramos III, this the 25th day of APRIL, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | JAISON Vennatt | Notary public
Printed name of officer administering oath | Title of officer administering oath

AI-54158

Purchasing Department 19.
D. 1.

CC - REGULAR
Meeting Date: 04/26/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Yolanda Velasquez, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Authority to advertise with approval of RFB plans and specifications developed and drafted by project engineer: L & G Engineering., for Hidalgo County Precinct No. 3- "La Joya Watershed Improvements - South Detention Basin- **RFB 2016-161-05-25-YZV,** including the re-advertisement of project in the event that no bids are received and/or are rejected and project is still required with a determination by HCCC if Add-Ons A & B will be awarded on phased basis.

BACKGROUND

Engineer informs Pct. that Add-Ons B & C would most like result in a better and lower bid. However, they can be let out separately.

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-123-117-0-723
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Draft-Bid Packet-2016-161-05-25-YZV
Norma-Prct3.pdf

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Janie Alejos	04/22/2016 03:16 PM
Budget & Management	Veronica Ortiz	04/22/2016 03:19 PM
Martha Salazar	Marty Salazar	04/22/2016 04:40 PM
Budget & Management	Veronica Ortiz	04/22/2016 04:48 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Yolanda Velasquez Started On: 04/11/2016 03:35 PM
Final Approval Date: 04/22/2016

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN

BID NO. 2016-161-05-25-YZV

MAY 2016

PREPARED FOR:
Hidalgo County Precinct No. 3

L&G CONSULTING ENGINEERS, INC.
TBPE REG # F-4105

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9) Payment Bond
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11) **Exhibit C**
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12) General Conditions of the Agreement
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- **a.** General Notes
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- **d.** Estimate Quantity Worksheet Sample
- **e.** Schedule of Values (Blank)
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- **g.** N/A
- **h.** List of Suppliers

i. Partial/Final Waiver of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
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REQUEST FOR BIDS

(La Joya Watershed Improvements – South Detention Basin)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 3 with sealed bids on: **DRAINAGE CONSTRUCTION FOR ____La Joya Watershed Improvement -South Detention Basin.**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by may be obtained from the office of **L&G Engineering, Mr. Jorge A. Madrigal. P.E., 900 S. Stewart Rd. Suite 3, Mission, Texas** Phone No. **(956) 585-1909** for the amount of **$ 100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, _____DATE_____** at **2:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **2016-161-05-25-YZV –"DRAINAGE CONSTRUCTION OF La Joya Watershed Improvement- South Detention Basin** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, _____DATE_____** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the ___ of _____, 200____.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

PROPOSAL TO HIDALGO COUNTY

La Joya Watershed Improvements – South Detention Basin

Bid No. 2016-161-05-25-YZV

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in **240 Working Days** and will be accepted when fully completed and finished to the satisfaction of the Engineer or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit union made payable to **Hidalgo County** in the amount of **5% of the Bidder's Total Bid**.

A bid bond may be used as the required proposal guaranty. The bond form included in this bid proposal book may be detached from the proposal for completion. The proposal book may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

By signing this proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure payment and performance bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and that they have full and signatory authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.
5. that the bid prices contained in the proposed have been carefully checked and are submitted as correct and final.
6. See Section ***"CERTIFICATIONS BY PROPOSAL SIGNATURE"*** for additional certifications made by signing this proposal.

Signed:**

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

Signatures shall comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

***When the working days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

The bidder proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications, for the following sum of prices, to which:

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Drawings.

It is understood that **Hidalgo County** reserves the right to reject any and all bids and to waive any minor informality received in the bids.

In the event of the award of a Contract to the Company named above, the Company will furnish a Performance Bond and a Payment Bond for the full amount of the Contract and a Certificate of Insurance, secure proper compliance with the terms and provisions of the Contract, to insure and guarantee the work until final completion and acceptance to guarantee payment of all lawful claim for labor performed and materials furnished in the fulfillment of the Contract, and to guarantee the Bidder is covered by insurance as required by the Contract Documents.

1. Sealed bids will be received for **"HIDALGO COUNTY– LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NO. 2016-161-05-25-YZV-HIDALGO COUNTY- LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH, DATE, 2XXX. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS- BID NO. 2016-161-05-25-YZV RFB- LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. 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.

14. 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.

15. 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.

16. 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

17. 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- LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN"** 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:

Norma Ceballos, Administrative Assistant
Hidalgo County Pct. No. 3
724 N. Breyfogle
Mission, Texas 78572
956-585-4509

18. Schedule of Events

Bid Opening, 9:30 AM	_____, 2_____
Award of Contract	_____, 2_____
Commence Work or Deliver Products	_____, 2_____

19. 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.

20. 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.

21. Disclosure of Conflict of Interest

. Effective January 1, 2016, 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-1, 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. **Completed Form CIQ must be submitted 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 RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL

22. **CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)**
As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the RFB No. as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed and signed in the presence of a notary and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to: yvette.salinas@co.hidalgo.tx.us . Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit Form 1295 signed and notarized may result in delay of award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS TO SUBMIT THE SIGNED NOTARIZED FORM 1295. ***HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.***

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

03.28.16

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN"
BID NO.: 2016-161-05-25-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 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: _____

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No

subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County **Pct # 3** (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until Wednesday ____ _____date_____ at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 3 **La Joya Watershed Improvements – South Detention Basin Project.**

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,

b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): **La Joya Watershed Improvements – South Detention Project.**

6. Qualifications of Bidder[i]

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid,

shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 240 days **"Standard Workweek"** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $ 500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Mr. Jorge A. Madrigal, P.E. at L&G Engineers 900 S. Stewart Rd,, Ste. 10, Mission, Tx. 78572 , email address Jmadrigal@lgengineers.com
and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

i

TOTAL BID AMOUNT

In the space provided below, please enter your total bid amounts for this project. Only the **Base(Phase A) Bid** will be read publicly at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or **Hidalgo County**.

The contract will be awarded by competitive bidding and on the basis of unit pricing.

It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices WRITTEN IN WORDS for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

Unit prices must be submitted in accordance with Item 2 of the Standard Specifications or Special Provision to Item 2 FOR EACH ITEM LISTED in this proposal and with the following: For each item listed in the Bid Proposal Sheets, write in a unit bid price in words and in figures in the spaces provided. Also, write in the extended amount (Item Cost) in figures for each item listed in the Bid Proposal Sheets by multiplying the unit bid price by its respective estimated quantity.

$_____

Total Base (Phase A) Bid Amount

ADD-ON Bids:

$_____

Total Phase B ADD-ON Amount

$_____

Total Phase C ADD-ON Amount

Inspiration Road Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
110	6002		EXCAVATION (CHANNEL) _____ DOLLARS and _____ CENTS	CY	860,583.00		
132	6005		EMBANKMENT (FINAL) (ORD) (TY C) _____ DOLLARS and _____ CENTS	CY	22,755.00		
164	6040		DRILL SEEDING (PERM) (URBAN) (CLAY) _____ DOLLARS and _____ CENTS	AC	8.40		
168	6001		VEGETATIVE WATERING _____ DOLLARS and _____ CENTS	MG	412.00		
247	6060		FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS) _____ DOLLARS and _____ CENTS	CY	118.50		
400	6010		STRUCT EXCAV (SPECIAL) _____ DOLLARS and _____ CENTS	CY	248.00		
400	6011		SAND BACKFILL _____ DOLLARS and _____ CENTS	CY	855.00		
402	6001		TRENCH EXCAVATION PROTECTION _____ DOLLARS and _____ CENTS	CY	616.00		
432	6002		RIPRAP (CONC)(5 IN) _____ DOLLARS and _____ CENTS	CY	387.00		
432	6016		RIPRAP (STONE TY R)(DRY)(12 IN) _____ DOLLARS and _____ CENTS	CY	1,156.00		
462	6021		CONC BOX CULV (8 FT X 6 FT) _____ DOLLARS and _____ CENTS	LF	279.00		
464	6010		RC PIPE (CL III)(48 IN) _____ DOLLARS and _____ CENTS	LF	337.00		

Inspiration Road Construction Project							
Item	Code	ALT	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
476	6089		JACK BOR TUN BOX CULV (8 FT X 6 FT) _____ DOLLARS and _____ CENTS	LF	112.00		
506	6003		ROCK FILTER DAMS (INSTALL) (TY 3) _____ DOLLARS and _____ CENTS	LF	324.00		
506	6021		CONSTRUCTION EXITS (INSTALL) (TY 2) _____ DOLLARS and _____ CENTS	SY	78.00		
506	6024		CONSTRUCTION EXITS (REMOVE) _____ DOLLARS and _____ CENTS	SY	78.00		
506	6038		TEMP SEDMT CONT FENCE (INSTALL) _____ DOLLARS and _____ CENTS	LF	4,597.00		
506	6039		TEMP SEDMT CONT FENCE (REMOVE) _____ DOLLARS and _____ CENTS	LF	4,597.00		
506	6041		BIODEG EROSN CONT LOGS (INSTL) (12") _____ DOLLARS and _____ CENTS	LF	40.00		
PHASE A TOTAL BASE BID $							

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc.,
to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

Inspiration Road Construction Project							
Item	**Code**	**ALT**	**UNIT BID PRICE ONLY, WRITTEN IN WORDS**	**Unit**	**Approx. Quantities**	**UNIT BID PRICE ONLY, WRITTEN IN FIGURES**	**ITEM COST WRITTEN IN FIGURES**
110	**6002**		**EXCAVATION (CHANNEL)** _____ **DOLLARS** **and** _____ **CENTS**	**CY**	**229,096.00**		
132	**6005**		**EMBANKMENT (FINAL) (ORD COMP) (TY C)** _____ **DOLLARS** **and** _____ **CENTS**	**CY**	**188.00**		
164	**6040**		**DRILL SEEDING (PERM) (URBAN) (CLAY)** _____ **DOLLARS** **and** _____ **CENTS**	**AC**	**1.90**		
168	**6001**		**VEGETATIVE WATERING** _____ **DOLLARS** **and** _____ **CENTS**	**MG**	**97.00**		
TOTAL PHASE B ADD-ON BID $							

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

If PHASE B ADD-ON BID is awarded the number of days for the project will be increased by 60 days.

Inspiration Road Construction Project							
Item	**Code**	**ALT**	**UNIT BID PRICE ONLY, WRITTEN IN WORDS**	**Unit**	**Approx. Quantities**	**UNIT BID PRICE ONLY, WRITTEN IN FIGURES**	**ITEM COST WRITTEN IN FIGURES**
110	**6002**		**EXCAVATION (CHANNEL)** _____ **DOLLARS** **and** _____ **CENTS**	**CY**	**285,571.00**		
132	**6005**		**EMBANKMENT (FINAL) (ORD COMP) (ORD COMP) (TY C)** _____ **DOLLARS** **and** _____ **CENTS**	**CY**	**4,260.00**		
164	**6040**		**DRILL SEEDING (PERM) (URBAN) (CLAY)** _____ **DOLLARS** **and** _____ **CENTS**	**AC**	**2.90**		
168	**6001**		**VEGETATIVE WATERING** _____ **DOLLARS** **and** _____ **CENTS**	**MG**	**148.00**		
TOTAL PHASE C ADD-ON BID $							

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)
The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

If PHASE C ADD-ON BID is awarded the number of days for the project will be increased by **80** days.

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #3 LA JOYA WATERSHED IMPROVEMENTS -

SOUTH DETENTION BASIN

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
La Joya Watershed Improvements – South Detention Basin

This Agreement, entered into this _____day of _____, 2___ by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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:

LA JOYA WATERSHED IMPROVEMENTS-SOUTH DETENTION BASIN

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____engineer_____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within _____Standard Workweek_thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $___ _____for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

IF CONFLICTS ARE FOUND BETWEEN THE HIDALGO COUNTY SPECIFICATIONS (AS DEFINED IN THE GENERAL CONDITIONS), IF ANY, AND THE TXDOT STANDARD SPECIFICATIONS FOR THE CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES 2014, THE TXDOT SPEFICIATIONS WILL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.
Civil Division

BY: _____ DATE: _____
Assistant District Attorney

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #_3_ LA JOYA WATERSHED IMPROVEMENT – SOUTH DETENTION BASIN PROJECT.

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of ____ _____. A.D., 20_____.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____ _____

(Address) Surety

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ _____

Witness as to Surety NOTE: If Contractor is partnership all Partners should execute bond

_____ Telephone Number:_____

(Address)

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ OF _____, hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #3 LA JOYA WATERSHED IMPROVEMENTS – SOUTH DETENTION BASIN
Hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:-

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) - Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

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.

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.

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

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 AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the word "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm L&G Engineers.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing

sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

Copeland A ct Regulations

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government

contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and

subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a

bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

Copeland Act Regulations

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

Copeland Act Regulations

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "C".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "D"

GENERAL NOTES AND STANDARD SPECIFICATIONS

Control : N/A

Project : La Joya Watershed Improvements

Location : South Detention Baisn

County : Hidalgo

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

The seal appearing on this document was authorized by

JORGE A. MADRIGAL, P.E.

APRIL 18, 2016

GENERAL NOTES:

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GENERAL REQUIREMENTS AND COVENANTS TO ITEMS 1 THRU 9

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

The responsibility for the construction surveying on this contract will be in accordance with article 5.6.3., "Method C."

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of the electronic files are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

Work in this contract is required to be done on railroad property. Cooperate with the railroad companies and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

ITEM 7: Legal Relations and Responsibilities

404 Permit Requirements:

The Contractor shall note that discharge of permanent or temporary fill material into the waters of the United States (U.S.), including jurisdictional wetlands, as necessary for construction, will require specific approval of the U.S. Army Corps of Engineers (USACE) under section 404 of the clean water act.

TxDOT will obtain the appropriate nationwide or individual permit (s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans. The Contractor may review the permitted plans at the office of the Area Engineer in charge of construction. TxDOT will hold the Contractor responsible for following all conditions of the approved permit. If the Contractor cannot work

within the limits or scope of this permit (s), then it becomes the Contractor's entire responsibility to consult with the USACE on the need for changes or amendments to the conditions of the existing permit (s) as originally obtained by TxDOT. However, the Contractor may request TxDOT to assist in this process by providing complete and specific revised details for TxDOT review and submittal to the USACE. For off Project right of way coordination, the Contractor or his agent shall handle all activities directly with the USACE.

It is essential that any impacts to USACE jurisdictional waters of the U.S., including jurisdictional wetlands, be the minimum necessary to complete the proposed work. If the contractor needs further explanation of the conditions of the permit, including means of compliance, they may contact the Pharr District Environmental Coordinator.

Project Specific Locations (PSL's) Coordination

The contractor shall not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permitting for this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here includes materials delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The contractor shall be responsible for any and all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE.

The Contractor shall provide the department with a copy of all consultation(s) or approval(s) from the USACE prior to initiating activities.

The contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The contractor is solely responsible for documenting any determination(s) that their activities do not affect a USACE permit area. The contractor shall maintain copies of their determination(s) for review by the department or any regulatory agency.

The disturbed area for all project locations in the Contract, and the Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer and to the local government that operates a separate storm sewer system.

In order to expedite the approval process for PSL's or to eliminate or minimize potential impacts to project progress, initiate coordination efforts with the U.S.A.C.E. **within 30 days from the date of "authorization to begin work".** If this is not done, the contractor waives the right to request any contract time considerations if project progress is impacted and PSL'S approval is still pending.

Requests submitted to the area engineer will be evaluated on this basis, and will require documentation showing substantial early coordination efforts to expedite the approval process as herein stated. The request shall include a detailed chronological summary status with dates of coordination activities with the resource agencies, including those occurring after the initial coordination, to be reviewed and confirmed by the district's environmental section.

ITEM 8: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4.. Standard Workweek.

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

TxDOT is required to provide 10 working days advanced written notice of all proposed bridge widening, rehabilitation or demolition work to the Texas Department of State Health Services (TDSHS) to allow them the opportunity to both verify information provided regarding asbestos containing materials and abatement, and observe the demolition/renovation work. Considering that this notice will be provided to TDSHS at the beginning of the project for all affected bridge work based on start and finish dates included in the Contractor's original submitted work schedule, any schedule changes proposed by the Contractor shall be submitted to TxDOT at least 15 days prior to the revised or original start date to accommodate the required coordination with TDSHS.

Working days will be computed and charged in accordance with Article 8.3.14. defined as follows:

Prepare progress schedules as a Bar Chart.

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

The Contractor shall not begin any clearing operations before the resident Engineer has established and defined the trees and areas of vegetation that shall not be removed or disturbed by construction activities.

Prior to preparing Right of Way, those existing trees, shrubs or other landscape features designated by the Engineer for preservation and pruning as indicated on the "Roadside Planting" sheets and/or as directed by the Engineer shall be protected and pruned as detailed on sheets ___ and ___, respectively, to the satisfaction of the Engineer. This protection work shall be considered subsidiary to this Item.

Acceptable fencing material for tree protection shall be "Fence It Plus", 46"h x 150'l, new orange color, as manufactured by

Weathashade
3000 W. Orange Ave.
Apopka, Florida, 32703
(407) 889-3692

or approved equal. Approximately __ trees have been designated for preservation. All trees to be preserved are not necessarily shown on the plans.

ITEM 132: Embankment

Embankment (ORD COMP) shall be Type C. Material used as embankment material shall be material excavated..

It is the Contractor's responsibility to coordinate with the engineer to verify compaction.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 “Drill Seeding.” Watering shall not be used with the Drill Seed Method.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

The following is are a list of seed types that have been found to grow in High Salt Areas and are to be used on SH 4:

Rhode Grass	(2.0 lbs./Acre)
Bermuda Grass	(1.2 lbs./Acre)
Alkali Sacaton	(1.9 lbs./Acre)
Blue Panic	(2.0 lbs./Acre)

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

Item 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

General Notes

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2”	0
½”	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the State’s expense in accordance with the provisions of Item 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 400: Excavation and Backfill for Structures

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 432: Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the engineer.

ITEM 462: Concrete Box Culverts and Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 502: Barricades, Signs, and Traffic Handling

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

PROJECT: La Joya Watershed Improvement Project – South Detention Basin

COUNTY OF HIDALGO

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

STANDARD SPECIFIATIONS:

ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:

STANDARD SPECIFICATIONS:

Items 1 to 9	INCL., GENERAL REQUIREMENTS AND COVENANTS
Item 110	EXCAVATION (100)(132)
Item 132	EMBANKMENT (100)(204, 210, 216)
Item 164	SEEDING FOR EROSION CONTROL (166, 168)
Item 168	VEGETATIVE WATERING
Item 247	FLEXIBLE BASE (204, 210, 216)
Item 400	EXCAVATION AND BACKFILL FOR STRUCTURES (132, 401, 402, 421)
Item 402	TRENCH EXCAVATION PROTECTION
Item 432	RIPRAP (420, 421, 440)
Item 462	CONCRETE BOX CULVERTS AND DRAINS (400, 402, 420, 421, 424, 440, 464, 476)
Item 464	REINFORCED CONCRETE PIPE (400, 402)
Item 476	JACKING, BORING, OR TUNNELING PIPE OR BOX (402, 462)
Item 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
Item 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (432)

STANDARD PROVISIONS: ***SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.***

SPECIAL PROVISION	TO ITEM 400	(400-001)
SPECIAL PROVISION	TO ITEM 506	(506-003)

GENERAL:

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITMES, IF ANY, AS MAY BE REFERREED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision to Item 400
Excavation and Backfill for Structures

Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.2., "Materials", is supplemented by the following:

Unless otherwise shown on the plans, the sand backfill shall have 70-100% passing a No. 10 sieve. The plastic Index (PI) as determined by Test Method Tex-106-E shall not exceed 6. At all pipe joints backfilled with sand, the Contractor shall install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric shall meet the requirements of DMS-6200, Type I.

Unless otherwise shown on the plans, the gravel shall conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown on Table 4 of Article 421.2.

Article 400.4., "Measurement", is supplemented by the following:

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation shall be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 5.1., "Structural Excavation", is supplemented by the following:

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" shall also be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 5.5., "Cutting and Restoring Pavement." The first sentence is voided and replaced by the following:

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Article 400.5., "Payment", is supplemented by the following:

5.6. Sand Backfill. The unit price bid for "Sand Backfill" shall be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

Special Provision to Item 506
Temporary Erosion, Sedimentation, and Environmental Controls

Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a notice of intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.

1.2. Notice of Intent (NOI). Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

1.3. Notice of Change (NOC). Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.

1.4. Notice of Termination (NOT). Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- "Environmental Management System: Awareness Training for the Contractor" (English and Spanish) (Approximate running time 20 min.), and
- "Storm Water: Environmental Requirements During Construction" (English and Spanish) (Approximate running time 20 min.)

The CRPE, alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and provide the certificate of completion to the Engineer before performing soil disturbing or SWP3 activities on the project. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- "Revegetation During Construction"
- "Construction General Permit Compliance," and

- "Construction Stage Gate Checklist (CSGC)."

Training and associated fee will not be measure or paid for directly but are subsidiary to this Item.

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.

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.

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.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____
Signature of vendor doing business with the governmental entity

_____
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SALES TAX AND LOCAL SALES TAX EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall

appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the

subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER (Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80 Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	

```
     Excavator, 50,000 lbs or
     less.....................$ 12.56
     Excavator, over 50,000 lbs..$ 15.23
     Foundation Drill, Truck
     Mounted..................$ 16.86
     Front End Loader Operator,
     Over 3 CY................$ 13.69
     Front End Loader, 3 CY or
     less.....................$ 13.49
     Loader/Backhoe...........$ 12.77
     Mechanic.................$ 15.47
     Milling Machine..........$ 14.64
     Motor Grader Operator,
     Rough....................$ 14.62
     Motor Grader, Fine Grade....$ 16.52
     Scraper..................$ 11.07

Servicer.....................$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER
     Lowboy-Float.............$ 13.63
     Single Axle..............$ 10.82
     Single or Tandem Axle Dump..$ 14.53
     Tandem Axle Tractor with
     Semi Trailer.............$ 12.12

WELDER.......................$ 14.02
------------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

==================================================================


Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).


------------------------------------------------------------------


The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers
```

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION

La Joya Watershed Improvements - South Detention Basin
Checklist for Documentation Required for Drainage Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: **La Joya Watershed Improvements - South Detention Basin / Pct. No. 3**

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	RETAINAGE PAYMENT: - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: La Joya Watershed Improvements - South Detention Basin

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

SAMPLE

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

SAMPLE

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

SAMPLE

Summary												
Bid No.#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe	7301 W. Exp. 83 Mission, TX 78572	(956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,

Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ# _____**

Contractor _____ **Application# _____**

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
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			S											
			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Date _____

_____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNT OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Contractor Name

Starting Date

Project Ending Date

Retainage Percent

Summary					
CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	TOTALS:	**$ -**	**$ -**	**$ -**	**$ -**

Application No. _____

Application Date: _____

Period To: _____

Engineer Firm _____

Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		$ -	$ -	$ -	$ -	$ -	$ -
$ -		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Contractor Name

Starting Date

Project Ending Date

Engineer's / County Project Description

Application No.:

Application Date:

Period To:

Engineer's / County Project No.:

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-			-			-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-D

Re: RFB 2016-161-La Joya Watershed Improvements South Detention Basin

From : Norma Ceballos <norma.ceballos@co.hidalgo.tx.us> Fri, Apr 22, 2016 08:07 AM

Subject : Re: RFB 2016-161-La Joya Watershed Improvements South Detention Basin

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

6-1347-431-00-123-117-0-723

----- Original Message -----
From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Wednesday, April 20, 2016 4:49:48 PM
Subject: Re: RFB 2016-161-La Joya Watershed Improvements South Detention Basin

Good afternoon Ms. Norma,

Can you please give me the Acct No. to utilize?

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

----- Original Message -----
From: "Norma Ceballos" <norma.ceballos@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Wednesday, April 20, 2016 4:23:24 PM
Subject: Re: RFB 2016-161-La Joya Watershed Improvements South Detention Basin

Yolanda,

Please proceed.

Thanks.
----- Original Message -----

From: "Yolanda Velasquez"
<yolanda.velasquez@co.hidalgo.tx.us>
To: "norma ceballos" <norma.ceballos@co.hidalgo.tx.us>
Sent: Tuesday, April 12, 2016 8:41:30 AM
Subject: RFB 2016-161-La Joya Watershed Improvements South Detention Basin

Good morning Ms. Norma,

Please be advised that I have been assigned the above mentioned project. I have contacted Mr. A. Cortez w/L & G Engineering to let him know that I have been assigned project and have provided him with the project number along with projected dates for CC. Please read below (Projected dates) I have also created an AI for May 03rd for authority to advertise and approval of procurement packet. I have not released it just preparing and waiting to hear from you all if its okay to proceed.

Procurement Schedule
Date

AI-54284 Closed Session 21. C.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Pedro Guillen

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:37 PM

Final Approval Date: 04/22/2016

AI-54286 Closed Session 21. D.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Guadalupe Rivera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:40 PM

Final Approval Date: 04/22/2016

AI-54288 Closed Session 21. E.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ascencion Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:42 PM

Final Approval Date: 04/22/2016

AI-54309 Closed Session 21. F.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo v Holchemont

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:17 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/21/2016 03:38 PM

Final Approval Date: 04/22/2016

AI-54285 Open Session 23. C.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Pedro Guillen

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:38 PM

Final Approval Date: 04/22/2016

AI-54287 Open Session 23. D.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Guadalupe Rivera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:41 PM

Final Approval Date: 04/22/2016

AI-54289 Open Session 23. E.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ascencion Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/20/2016 02:41 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Aida Alvarez Started On: 04/20/2016 01:44 PM

Final Approval Date: 04/22/2016

AI-54311 Open Session 23. F.

CC - REGULAR

Meeting Date: 04/26/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo v Holchemont

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/21/2016 04:17 PM
Final Approval	Monica Badillo	04/22/2016 05:16 PM

Form Started By: Monica Badillo Started On: 04/21/2016 03:46 PM

Final Approval Date: 04/22/2016