



AGENDA
DRAINAGE DISTRICT
BOARD OF DIRECTORS
May 2, 2017
9:00 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Drainage District #1 Board of Directors 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. **Prayer**
3. **Open Forum**
4. **Approval of Consent Agenda**
5. **AI -59630** A.) Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:
 - 1.) East Donna Drain- Flood Pump
 - 2.) South Mercedes Drain - Flood Pump
 - 3.) Mercedes Lateral - Flood Pump
 - 4.) Pharr McAllen South Drain Outfall Improvements at USIBWC Main Floodway
 - 5.) Alamo Expressway Drainage Project
6. **AI -59365** 2013 Bonds
Budget 300-J-09 Project
Pct.4

Approval to issue payment on the following item:

Invoice No. PP22-26 2016 in the amount of \$145,522.04 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project (Pay Periods 22 through 26 of 2016).

Project Engineer: Tedsi Infrastructure Group

12. **AI -59637** A.) Approval of Letter to Honorable Congressman Michael McCaul in reference to clarification on the County of Hidalgo Texas position regarding a border wall.

B.) Approval of Resolution in Opposition to the Construction of Border Walls in Hidalgo County, Texas.

13. **AI -59642** Requesting approval of the following Work Authorizations as submitted by Millennium Engineering Group, Inc. related to the awarded professional agreement Number C-HCDD1-17-001-01-10 for the provision of Construction Materials Testing Services for:

A) Work Authorization No. 1 - Mercedes Lateral Flood Pumps project in the amount of \$21,704.50.

B) Work Authorization No. 2 - East Donna Drain Flood Pumps project in the amount of \$26,550.75.

C) Work Authorization No. 3 - South Mercedes Drain Flood Pumps project in the amount of \$22,409.25.

14. **Closed Session:**
Board of Directors 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**

15. **Open Session:**

A. **Real Estate Acquisition**

B. **Pending and/or Potential Litigation**

16. **Closed Session:**
Board of Directors may reconvene into Closed Session for the discussion regarding the agenda items listed

17. **Open Session:**
Board of Directors may reconvene into Open Session for the discussion regarding the agenda items listed

18.

Adjourn

AI -59630

5.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Discussion on Hidalgo County Drainage District No. 1 projects, maintenance and operations:

- 1.) East Donna Drain- Flood Pump
- 2.) South Mercedes Drain - Flood Pump
- 3.) Mercedes Lateral - Flood Pump
- 4.) Pharr McAllen South Drain Outfall Improvements at USIBWC Main Floodway
- 5.) Alamo Expressway Drainage Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Jaime Salazar		Started On: 04/28/2017 11:48 AM
Final Approval Date: 04/28/2017		

AI -59365

6.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted By: Claudette Guerrero,
DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

2013 Bonds

Budget 300-J-09 Project

Pct.4

Approval to issue payment on the following item:

Invoice No. PP22-26 2016 in the amount of \$145,522.04 from Hidalgo County Precinct No. 4 for reimbursement of labor, machine hours and fuel related to the construction of the J-09 Project (Pay Periods 22 through 26 of 2016).

Project Engineer: Tedsi Infrastructure Group

BACKGROUND

Fiscal Impact

Attachments

Pct.4 Inv#PP22-26 2016

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

04/28/2017 05:11 PM

Form Started By: Claudette Guerrero

Started On: 04/11/2017 04:22 PM

Final Approval Date: 04/28/2017

RECEIVED
HIDALGO COUNTY
DRAINAGE DISTRICT #1

MAR 29 2017

9:23 AM PM

BY: *MP*

Pct. 4 INVOICE



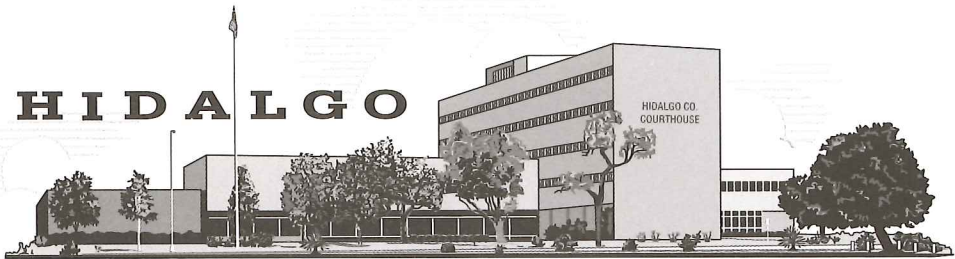
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph #: (956) 383-3112
Fax #: (956) 381-5905

Name: Nick Perez Date: 3/28/2017
Attention: Jaime J. Salazar Project: J-09
Address: 902 N. Doolittle Rd, Edinburg, TX 78542 Invoice #: PP22-26 2016

Description	Amount
J-09 Pay Periods 22-26	\$ 145,522.04
Total-	\$ 145,522.04

MAKE CHECK PAYABLE TO: HIDALGO COUNTY PCT. NO. 4

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

March 27, 2017

Honorable Joseph Palacios
Hidalgo County Commissioner Pct. 4
1051 North Doolittle
Edinburg, Texas 78541

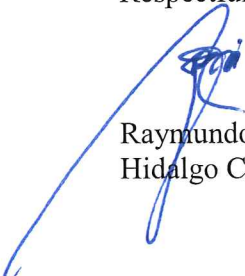
Dear Commissioner Palacios:

The Auditor's Office has concluded the review of the J-09 Project for pay periods 22, 23, 24, 25, and 26 for 2016. The amount calculated as allowable costs for the project, based on supporting documentation provided by your department, is \$145,522.04.

The total amount to be invoiced to Hidalgo County Drainage District Number 1 is \$145,522.04 for the pay periods stated above. Enclosed is a CD which includes the supporting documentation.

Should you have any questions or concerns please contact Linda Fong, First Assistant Auditor, at 318-2511 ext. 4668, or me at ext 4604.

Respectfully,


Raymundo Eufrazio, 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, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

L. KENO VASQUEZ
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

RENEE R. BETANCOURT
JUDGE, 449TH D.C.

J-09 Drainage Project

	<u>Original Request</u>	<u>Allowed</u>	<u>Disallowed Amount</u>	<u>Total Due From DD#1</u>
2016				
PP22				
10/03/2016-10/16/2016				
Labor	\$ 10,102.15	\$ 10,102.15	\$ -	\$ 10,102.15
Equipment	29,877.39	29,877.39	-	29,877.39
Fuel	2,027.12	1,833.00	194.12	1,833.00
Total	42,006.66	41,812.54	194.12	41,812.54
PP23				
10/17/2016-10/30/2016				
Labor	\$ 4,870.24	\$ 4,870.24	\$ -	\$ 4,870.24
Equipment	16,217.98	16,217.98	-	16,217.98
Fuel	1,221.64	937.22	284.42	937.22
Total	22,309.86	22,025.44	284.42	22,025.44
PP24				
10/31/2016-11/13/2016				
Labor	\$ 4,691.72	\$ 4,691.72	\$ -	\$ 4,691.72
Equipment	16,229.98	16,229.98	-	16,229.98
Fuel	886.69	598.81	287.88	598.81
Total	21,808.39	21,520.51	287.88	21,520.51
PP25				
11/14/2016-11/27/2016				
Labor	\$ 4,111.90	\$ 4,111.90	\$ -	\$ 4,111.90
Equipment	12,545.63	12,545.63	-	12,545.63
Fuel	642.24	414.27	227.97	414.27
Total	17,299.77	17,071.80	227.97	17,071.80
PP26				
11/28/2016-12/11/2016				
Labor	\$ 9,941.30	\$ 9,941.30	\$ -	\$ 9,941.30
Equipment	31,648.64	31,615.09	33.55	31,615.09
Fuel	1,772.42	1,535.36	237.06	1,535.36
Total	43,362.36	43,091.75	270.61	43,091.75
Grand Total	\$ 146,787.04	\$ 145,522.04	\$ 1,265.00	\$ 145,522.04

Labor	\$ 33,717.31
Equipment	\$ 106,486.07
Fuel	\$ 5,318.66
Total	\$ 145,522.04



STAPLES

CD-R

80 minutes
700 MB

52X speed
1x - 52x compatible

PP22-26

AI -59599

7.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc) as attached hereto for: Hidalgo County Drainage District No. 1-“Fuel -Gasoline and Diesel (On & Off Highway)”-RFB No.: HCDD1-17-029-05-24. Including the re-advertising of project in the event no Bid responses are received and/or are rejected and project is still required.

BACKGROUND

PROPOSED PROCUREMENT SCHEDULE:

Advertisement Dates: 05-06-2017 and 05-13-2017.

Bid Openings: 05-24-2017

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox

Reviewed By

Date

Final Approval

Monica Badillo

04/28/2017 05:11 PM

Form Started By: Moises Salazar

Started On: 04/27/2017 01:43 PM

Final Approval Date: 04/28/2017

AI -59600

8.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE
DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 22E as it relates to La Joya Bypass Outfall Ditch Project and authority of the Chairman of the Board to execute documents.

B. Pursuant to the Boards approval of Agenda Item No. 59600 (A), requesting approval to issue manual payment in the amount of \$37,939.39 to Sierra Title of Hidalgo County, Inc. Order File No. 0003165862, Parcel 22E.

BACKGROUND

Fiscal Impact

Attachments

Lajoya 22E Docs

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Jaime Salazar		Started On: 04/27/2017 02:08 PM
Final Approval Date: 04/28/2017		

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN	
	1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins.	
	6. FILE NUMBER: 0003165862	7. LOAN NUMBER:
	8. MORTGAGE INS CASE NUMBER:	

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (0003165862 / 35)

D. NAME AND ADDRESS OF BUYER: Hidalgo County Drainage District No. 1 902 N Doolittle, Edinburg, TX 78539	E. NAME AND ADDRESS OF SELLER: D & S Bell Enterprises, Ltd. PO Box 653, Penitas, TX 78576	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: El Faro Road Lot(s): 196, 205, 206, Phase: A Homeville Association Parcel 22 E	H. SETTLEMENT AGENT: Sierra Title of Hidalgo County, Inc. PLACE OF SETTLEMENT: 3401 N. 10th Street McAllen, TX 78501	I. SETTLEMENT DATE: March 29, 2017 DISBURSEMENT DATE: March 29, 2017

J. SUMMARY OF BUYER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:	
101. Contract sales price	36,649.00
102. Personal property	
103. Settlement charges to buyer (line 1400)	1,290.39
104.	
105.	
<i>Adjustments for items paid by seller in advance</i>	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110. No Tax Prorations	
111.	
112.	
120. GROSS AMOUNT DUE FROM BUYER	37,939.39
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
<i>Adjustments for items unpaid by seller</i>	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217. No Tax Prorations	
218.	
219.	
220. TOTAL PAID BY/FOR BUYER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:	
301. Gross amount due from Buyer (Line 120)	37,939.39
302. Less amount paid by/for Buyer (Line 220)	()
303. CASH FROM BUYER	37,939.39

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract sales price	36,649.00
402. Personal property	
403.	
404.	
405.	
<i>Adjustments for items paid by seller in advance</i>	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410. No Tax Prorations	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	36,649.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508.	
509.	
<i>Adjustments for items unpaid by seller</i>	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517. No Tax Prorations	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross amount due to Seller (Line 420)	36,649.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	36,649.00

L. SETTLEMENT CHARGES

700. TOTAL COMMISSION Based on Price		\$	@	%	PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as Follows:						
701.	to					
702.	to					
703. Commission Paid at Settlement						
The following persons, firms or corporations received a portion of the real estate commission amount shown above:						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal fee		to			
804.	Credit report		to			
805.	Lender's inspection fee		to			
806.	Mortgage insurance application fee		to			
807.	Assumption fee		to			
808.			to			
809.			to			
810.			to			
811.			to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest From	03/29/17	to	04/01/17	@ \$	/day (3 days %)
902.	Mortgage insurance premium		for	month	to	
903.	Hazard insurance premium		for	year	to	
904.			for	year	to	
905.			to			
1000. RESERVES DEPOSITED WITH LENDER						
1001.	Hazard insurance	Months	@ \$		per Month	
1002.	Mortgage insurance	Months	@ \$		per Month	
1003.	City property taxes	Months	@ \$		per Month	
1004.	County property taxes	Months	@ \$		per Month	
1005.	Annual assessments	Months	@ \$		per Month	
1006.		Months	@ \$		per Month	
1007.		Months	@ \$		per Month	
1008.		Months	@ \$		per Month	
1100. TITLE CHARGES						
1101.	Settlement or closing fee	to	Sierra Title of Hidalgo County, Inc.		500.00	
1102.	Abstract or title search	to				
1103.	Title examination	to				
1104.	Title insurance binder	to				
1105.	Document preparation	to	King Law Firm			
1106.	Notary fees	to				
1107.	Attorney's fees	to				
	(includes above item numbers:)			
1108.	Owner's policy premium	to	Sierra Title of Hidalgo County, Inc.		429.00	
	(includes above item numbers:)			
1109.	Lender's coverage					
1110.	Owner's coverage	\$ 36,649.00		429.00		
1111.	See additional 1111 items	to			48.00	
1112.	Tax Service	to	Tax Service of Hidalgo County		162.39	
1113.	E filing fee	to	Sierra Title of Hidalgo County, Inc.		7.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees: Deed	\$ 72.00;	Mortgage		Releases	\$ 72.00
1202.	City/County tax/stamps: Deed		Mortgage			144.00
1203.	State tax/stamps: Deed		Mortgage			
1204.		to				
1205.		to				
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey	to				
1302.	Pest inspection	to				
1303.		to				
1304.		to				
1305.		to				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					1,290.39	0.00

HUD-1, Attachment

Buyer: Hidalgo County Drainage District No. 1
902 N Doolittle
Edinburg, TX 78539

Seller: D & S Bell Enterprises, Ltd.
PO Box 653
Penitas, TX 78576

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th Street
McAllen, TX 78501

Settlement Date: March 29, 2017

Disbursement Date: March 29, 2017

Property Location: El Faro Road

Lot(s): 196, 205, 206, Phase: A
Homeville Association

Parcel 22 E

Additional Disbursements

<u>Payee/Description</u>	<u>Note/Ref. No.</u>	<u>Buyer</u>	<u>Seller</u>
Texas Title Insurance Guaranty Association State of Texas Policy Guaranty Fee (O)		3.00	
King Law Firm Attorney Review Fee		45.00	
Total Additional Disbursements		48.00	

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: Terri Hollech
Terri Hollech
President

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No. 0003165862

DATE: March 29, 2017

El Faro Road,

Line 303 Amount: \$37,939.39

Line 603 Amount: \$36,649.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: *Terri Hollech*
Terri Hollech
President

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

March 29, 2017

RE: GF NO.: 0003165862

PROPERTY ADDRESS: El Faro Road,

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: _____
Ramon Garcia
Chairperson Board of Directors

BY: Terri Hollech
Terri Hollech
President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage District No. 1

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: _____
Ramon Garcia
Chairperson Board of Directors

BY: Terri Hollech
Terri Hollech
President

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: El Faro Road,
Date: March 29, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$162.39</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: Terri Hollech
Terri Hollech
President

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: Terri Hollech
Terri Hollech
President

SIERRA TITLE OF HIDALGO COUNTY, INC.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: March 23, 2017

Grantor: D & S Bell Enterprises, Ltd.

**Grantor's Mailing Address: PO Box 653
Penitas, TX 78576**

Grantee: Hidalgo County Drainage District No. 1

**Grantee's Mailing Address: 902 N Doolittle
Edinburg, Hidalgo County, Texas 78539**

Consideration:

Thirty Six Thousand Six Hundred Forty Nine and 00/100 Dollars (\$36,649.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See description in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit:

22 Oak Trees

Reservations from and Exceptions to Conveyance and Warranty:

Taxes assessed against the Property, if any, after date hereof. Grantor shall be liable for all taxes assessed against the Property through date hereof.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on this the 20th day of APRIL, 2017.

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties DB Management, LLC
Terri Hollech
Terri Hollech, President

Corporate Acknowledgement

State of Texas §
County of ~~HIDALGO~~ §
MONTGOMERY

This instrument was acknowledged before me on this the 20th day of APRIL, 2017 by TERRI HOLLECH



Terri Free
Notary Public

AFTER RECORDING RETURN TO:
Sierra Title Co. of Hidalgo County McAllen TX 78501

3165862

October, 2014
Parcel 22E
Page 1 of 7

Exhibit _____

County: Hidalgo
Highway: US 83
Project Limits: 0.85 Mi. East of FM 886 (El Faro Rd.) to 0.28 Mi. West of Showers Road
ROW CSJ: 0039-17-161

PROPERTY DESCRIPTION FOR PARCEL 22E
PART 1 AND PART 2

Being a 0.855 acre (37,228 square feet) parcel of land, and being in Two Parts, located in the Pedro Flores Survey, Abstract No. 577, Porcion No. 77, Hidalgo County, Texas, being part of Lots 196, 205 and 206 of the Homeville Association Subdivision "A", recorded in Volume 0, page 24, Hidalgo County Map Records (H.C.M.R.) and part of Tract V, conveyed to D & S Bell Enterprises, LTD in Document No. 1181932, Hidalgo County Deed Records (H.C.D.R.), said Two Parts of this parcel being more particularly described as follows:

PART 1

COMMENCING at a 5/8-inch iron rod set at the southwest corner of the remainder of Lot 206 of said Homeville Association Subdivision "A", lying in the east right-of-way line of Liberty Boulevard (120 feet wide) and the north right-of-way line of a Dedicated Public Road (10 varas wide), thence as follows:

North 08 degrees 53 minutes 50 seconds East, along the common line of said remainder of Lot 206 and said Liberty Boulevard, at 466.67 feet pass the northwest corner of said remainder of Lot 206 and the southwest corner of the remainder of Lot 205, at 933.33 feet pass the northwest corner of said remainder of Lot 205 lying in the south right of way line of a Dedicated Public Road (10 varas wide), in all a total distance of 961.11 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the southwest corner of the remainder of Lot 196 of said Homeville Subdivision and lying in the north right of way line of said Dedicated Public Road;

South 81 degrees 06 minutes 10 seconds East, along the common line of said remainder of Lot 196 and the north right of way line of said Dedicated Public Road, a distance of 30.00 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the southeast corner and POINT OF BEGINNING of the herein described parcel having surface coordinates of N=16,618,240.85 E=1,004,454.72;**

Exhibit _____

- (1) THENCE, North 81 degrees 06 minutes 10 seconds West, along the common line of said remainder of Lot 196 and the north right of way line of said Dedicated Public Road, a distance of 30.00 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the southwest corner of the herein described parcel, the southwest corner of said remainder of Lot 196 and lying in the east right-of-way line of said Liberty Boulevard; **
- (2) THENCE, North 08 degrees 53 minutes 50 seconds East, along the common lines of said remainder of Lot 196 and the east right-of-way line of said Liberty Boulevard, a distance of 395.21 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the northwest corner of the herein described parcel; **
- (3) THENCE, North 50 degrees 02 minutes 41 seconds East, over and across said Lot 196, a distance of 45.59 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the northeast corner of the herein described parcel.
- (4) THENCE, South 08 degrees 53 minutes 50 seconds West, over and across said remainder of Lot 196, a distance of 429.55 feet to the POINT OF BEGINNING for PART 1, and containing 0.284 acre (12,371 square feet) of land.

PART 2

COMMENCING at a 5/8-inch iron rod set at the southwest corner of the remainder of Lot 206 of said Homeville Association Subdivision "A", lying in the east right-of-way line of Liberty Boulevard (120 feet wide) and the north right-of-way line of a Dedicated Public Road (10 varas wide); thence as follows:

North 08 degrees 53 minutes 50 seconds East, along the common line of said remainder of Lot 206, and the east right-of-way line of said Liberty Boulevard at 90.40 feet pass a TxDOT aluminum disk set on a 5/8-inch iron rod at the southwest corner of an existing drainage ditch right-of-way (180 feet wide) acquired by Hidalgo County, continuing in all a total distance of 270.81 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the southwest corner of the herein described parcel and the northwest corner of said drainage ditch right-of-way;

South 84 degrees 59 minutes 10 seconds East, along the north right-of-way of said drainage ditch, a distance of 130.30 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at southeast corner and POINT OF BEGINNING of the herein described parcel having surface coordinates of N=16,617,552.11 E=1,004,448.12; **

Exhibit _____

- (1) THENCE, North 84 degrees 59 minutes 10 seconds West, along the north right-of-way of said drainage ditch, a distance of 130.30 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the northwest corner of said drainage ditch right-of-way, the southwest corner of the herein described parcel, lying in the west line of the said remainder of Lot 206 and lying in the east right-of-way line of said Liberty Boulevard;**
- (2) THENCE, North 08 degrees 53 minutes 50 seconds East, along the common lines of said remainder of Lot 206, said remainder of Lot 205 and the east right-of-way line of said Liberty Boulevard a distance of 662.52 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the northwest corner of the herein described parcel, the northwest corner of said remainder of Lot 205 and lying in the south right-of-way line of a Dedicated Public Road (10 varas wide);**
- (3) THENCE, South 81 degrees 06 minutes 10 seconds East, along the north line of said remainder of Lot 205 and the south right-of-way line of said Dedicated Public Road, a distance of 30.00 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at the northeast corner of the herein described parcel; **
- (4) THENCE, South 08 degrees 53 minutes 50 seconds West, over and across said remainder of Lot 205 and said remainder of Lot 206, a distance of 560.25 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod at an interior corner of the herein described parcel; **
- (5) THENCE, South 38 degrees 02 minutes 40 seconds East, over and across said remainder of Lot 206, a distance of 136.86 feet to the POINT OF BEGINNING for PART 2 and containing 0.571 acre (24,857 square feet) of land.

<u>EXISTING</u>	<u>TAKING</u>	<u>REMAINDER</u>
4.160 Acres (Parcel 22E, Part 1)	0.284 Acre 12,371 Sq. Ft.	3.876 Ac (LT)
8.321 Acres (Parcel 22E, Part 2)	0.571 Acre 24,857 Sq. Ft.	7.750 Ac. (LT)
<hr/> 12.481 Total Acres	<hr/> 0.855 Total Acre 37,228 Total Sq. Ft.	<hr/> 11.626 Total Acres

Exhibit _____

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (2011). All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000040.

A parcel plat of even date was prepared to accompany this property description.

**The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This survey was performed on the ground under my supervision during August, 2013

Paul Ray Smith

Paul Ray Smith
Registered Professional Land Surveyor No. 4646
CivilCorp, LLC
2825 Wilcrest Drive
Suite 460
Houston, Texas 77042
832-252-8100

06-18-2015



PARCEL 22E PART 1

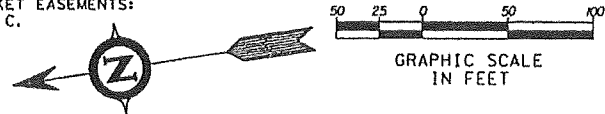
THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 22E PART 1, THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS:
 1. EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY RECORDED UNDER DOCUMENT NO. 399357 O.P.R.H.C.
 2. PARTIAL RELEASE OF EASEMENT RECORDED UNDER DOCUMENT NO. 2435585 O.P.R.H.C.
 3. EASEMENT GRANTED TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NO. 1041237 O.P.R.H.C.

PEDRO FLORES SURVEY, A-577
 PORCION NO. 77

LOT 196

D & S BELL
 ENTERPRISES, LTD.
 TRACT V
 DOC. NO. 1181932
 H. C. D. R.
 MARCH 20, 2003

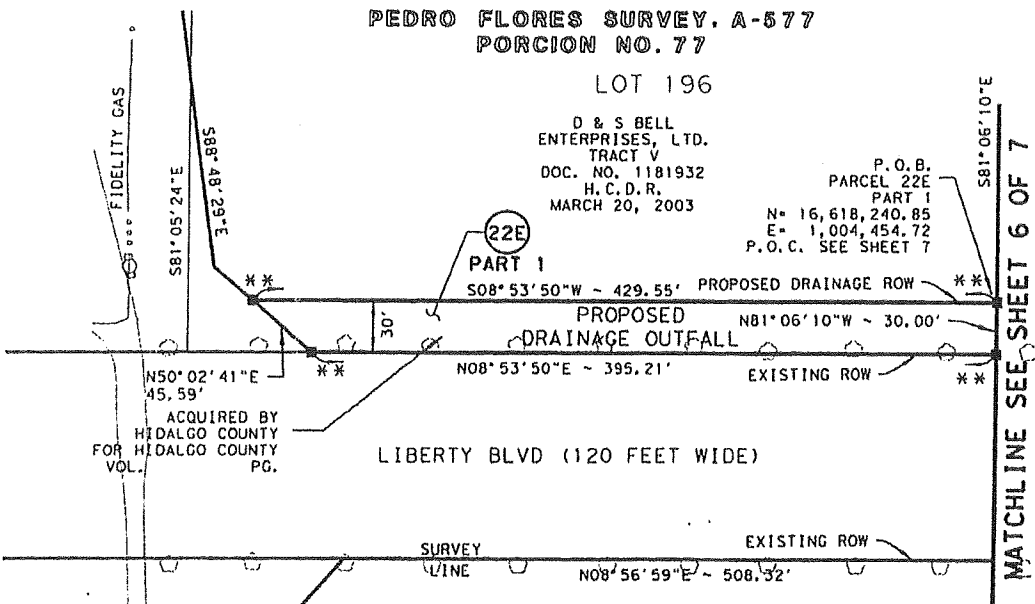
P. O. B.
 PARCEL 22E
 PART 1
 N= 16,618,240.85
 E= 1,004,454.72
 P.O.C. SEE SHEET 7



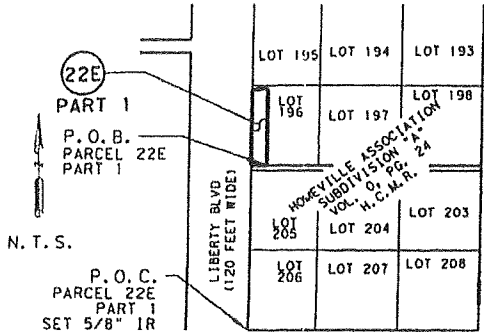
NOTES:
 DATUM NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (42051NA083). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000040.
 * * * THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

LEGEND

---	PROPOSED RIGHT-OF-WAY LINE
---	EXISTING RIGHT-OF-WAY LINE
---	SURVEY LINE
---	BASELINE
---	WATER LINE
---	SANITARY SEWER LINE
---	TELEPHONE LINE
---	GAS LINE
---	OVERHEAD ELECTRIC LINE
●	SET TYPE II CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
□	FOUND TYPE I CONCRETE MONUMENT
■	SET 5/8" IRON ROD WITH TXDOT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
○	FOUND MONUMENT AS NOTED
△	CONTROL POINT 5/8" IRON ROD
H. C. D. R.	HIDALGO COUNTY DEED RECORDS
H. C. M. R.	HIDALGO COUNTY MAP RECORDS
O. P. R. H. C.	OFFICIAL PUBLIC RECORDS HIDALGO COUNTY
P. O. C.	POINT OF COMMENCING
P. O. B.	POINT OF BEGINNING



LAZARA FLORES SURVEY, A-576
 PORCION NO. 76



I, PAUL RAY SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Paul Ray Smith 06-18-2015

PAUL RAY SMITH DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 4646, STATE OF TEXAS

Civil Corp
 ENGINEERS - SURVEYORS
 1501 E. MOCKINGBIRD, SUITE 406, VICTORIA, TEXAS 77904
 TEL: (361) 570-7500 FAX: (361) 570-7501
 TYPE REGISTRATION #F-102B3 TBPLS REGISTRATION #100576-00

PARCEL NO. 22E	EXISTING	PARCEL TAKING	REMAINDER LT	REMAINDER RT
PART 1	4.160 AC	0.284 AC (12,371 SF)	3.876 AC	
PART 2	8.321 AC	0.571 AC (24,857 SF)	7.750 AC	
	12.481 AC (TOTAL)	0.855 AC (37,228 SF) (TOTAL)	11.626 AC (TOTAL)	

	DIST. NAME PHARR	PARCEL NO. 22E RCSJ 0039-17-161	COUNTY HIDALGO
	ACCOUNT NO.		HTY. NO. US 83

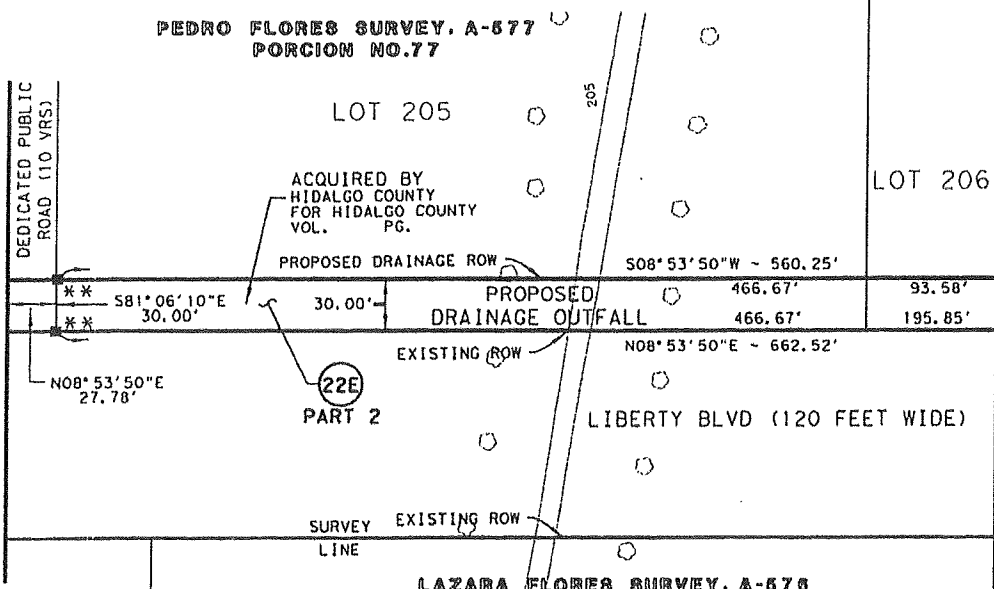
© 2014 TXDOT PAGE 5 OF 7

PEDRO FLORES SURVEY, A-577
PORCION NO.77



MATCHLINE SEE SHEET 5 OF 7

MATCHLINE SEE SHEET 7 OF 7



NOTES:
 DATUM NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205)NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000040.
 ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.

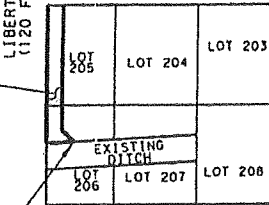
LEGEND

	PROPOSED RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	SURVEY LINE
	BASELINE
	WATER LINE
	SANITARY SEWER LINE
	TELEPHONE LINE
	GAS LINE
	OVERHEAD ELECTRIC LINE
	SET TYPE II CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
	FOUND TYPE I CONCRETE MONUMENT
	SET 5/8" IRON ROD WITH TxDOT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
	FOUND MONUMENT AS NOTED
	CONTROL POINT 5/8" IRON ROD
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HIDALGO COUNTY
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

LAZARA FLORES SURVEY, A-576
PORCION NO.76

PARCEL 22E PART 2
 THESE EASEMENTS COULD POSSIBLY AFFECT PARCEL 22E PART 2, THEY ARE EITHER NOT CLEARLY DEFINED ENOUGH TO LOCATE WITHIN THIS PARCEL OR THEY ARE UNDEFINED BLANKET EASEMENTS:
 1. EASEMENT GRANTED TO TECO PIPELINE COMPANY RECORDED IN VOLUME 3408, PAGE 739 H.C.D.R.
 2. EASEMENT GRANTED TO CENTRAL POWER AND LIGHT COMPANY RECORDED UNDER DOCUMENT NO. 399357 O.P.R.H.C.
 3. EASEMENT GRANTED TO HIDALGO COUNTY RECORDED UNDER DOCUMENT NO. 1041237 O.P.R.H.C.

HOMEVILLE ASSOCIATION
SUBDIVISION "D"
VOL. 0, PG. 24
H.C.M.R.

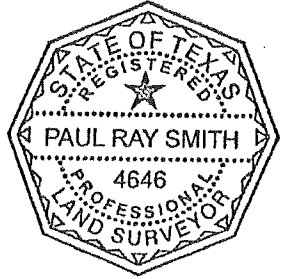


N. T. S.

22E PART 2

P.O.B. PARCEL 22E PART 2

P.O.C. PARCEL 22E PART 2 SET 5/8" IR



I, PAUL RAY SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Paul Ray Smith 06-18-2015

PAUL RAY SMITH REGISTERED PROFESSIONAL LAND SURVEYOR LICENSE NO. 4646, STATE OF TEXAS

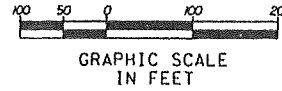
Civil Corp
 ENGINEERS • SURVEYORS
 1501 E. MOCKINGBIRD, SUITE 406, VICTORIA, TEXAS 77904
 TEL: (361) 570-7500 FAX: (361) 570-7501
 TBPE REGISTRATION #F-10283 TBPLS REGISTRATION #100576-00

PARCEL NO. 22E	EXISTING	PARCEL TAXING	REMAINDER LT	REMAINDER RT
PART 1	4.160 AC	0.284 AC (12,371 SF)	3.876 AC	
PART 2	8.321 AC	0.571 AC (24,857 SF)	7.750 AC	
	12.481 AC (TOTAL)	0.855 AC (37,228 SF) (TOTAL)	11.626 AC (TOTAL)	

© 2014 TxDOT	DIST. NAME PHARR	PARCEL NO. 22E	COUNTY HIDALGO
	ACCOUNT NO. RCSJ 0039-17-161		HWY. NO. US 83

MATCHLINE SEE SHEET 6 OF 7

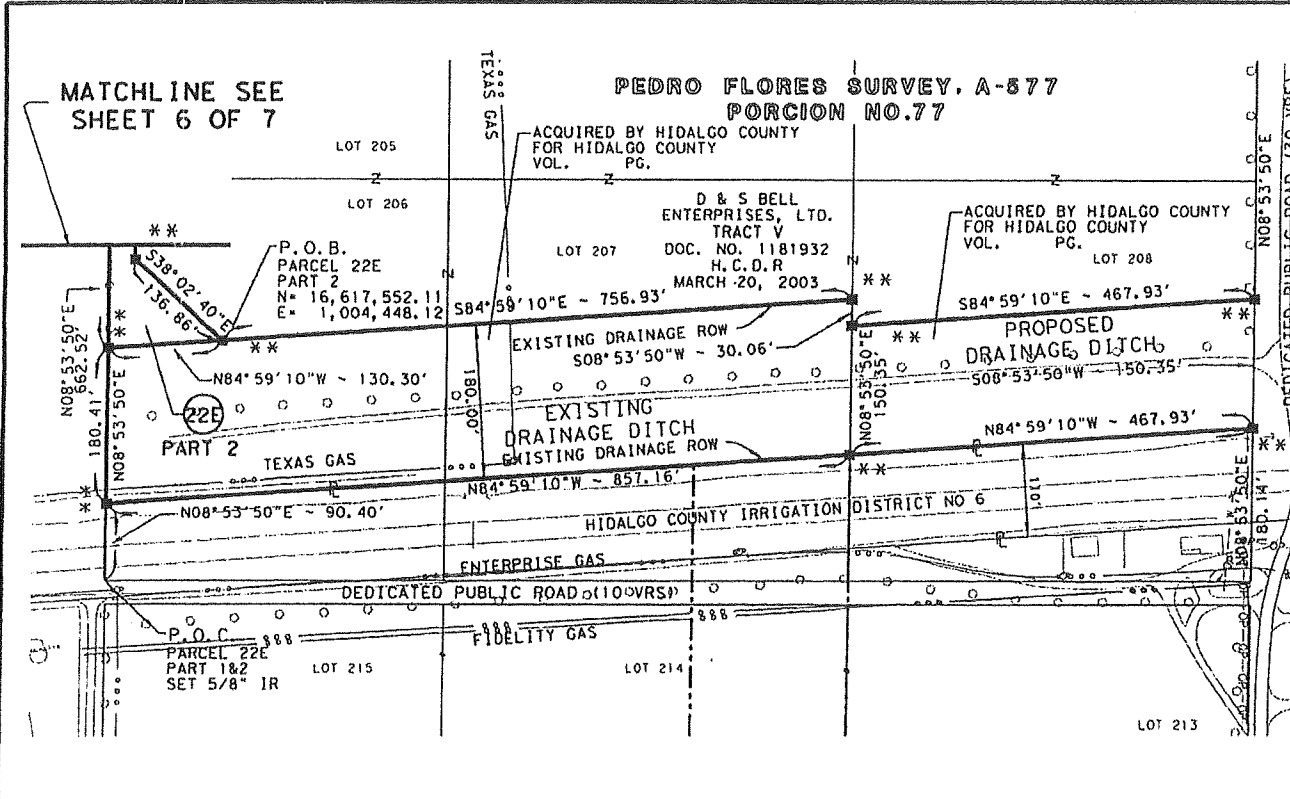
PEDRO FLORES SURVEY, A-577
PORCION NO.77



NOTES:
DATUM NOTE: ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH ZONE (4205)NAD83. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED ADJUSTMENT FACTOR OF 1.000040.
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LEGEND

	PROPOSED RIGHT-OF-WAY LINE
	EXISTING RIGHT-OF-WAY LINE
	SURVEY LINE
	BASELINE
	WATER LINE
	SANITARY SEWER LINE
	TELEPHONE LINE
	GAS LINE
	OVERHEAD ELECTRIC LINE
	SET TYPE II CONCRETE MONUMENT WITH BRASS DISC (UNLESS OTHERWISE NOTED)
	FOUND TYPE I CONCRETE MONUMENT
	SET 5/8" IRON ROD WITH TxDOT ALUMINUM CAP (UNLESS OTHERWISE NOTED)
	FOUND MONUMENT AS NOTED
	CONTROL POINT 5/8" IRON ROD
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HIDALGO COUNTY
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING



I, PAUL RAY SMITH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.
Paul Ray Smith 06-18-2015
PAUL RAY SMITH REGISTERED PROFESSIONAL LAND SURVEYOR LICENSE NO. 4646, STATE OF TEXAS

Civil Corp
ENGINEERS & SURVEYORS
1501 E. MOCKINGBIRD, SUITE 406, VICTORIA, TEXAS 77904
TEL: (361) 570-7500 FAX: (361) 570-7501
TBPE REGISTRATION #P-10283 TBPLS REGISTRATION #100576-00

PARCEL NO. 22E	EXISTING	PARCEL TAKING	REMAINDER LT	REMAINDER RT
PART 1	4.160 AC	0.204 AC (12,371 SF)	3.876 AC	
PART 2	8.321 AC	0.571 AC (24,857 SF)	7.750 AC	
	12.481 AC (TOTAL)	0.855 AC (37,228 SF) (TOTAL)	11.626 AC (TOTAL)	

	DIST. NAME	COUNTY
	PHARR	HIDALGO
ACCOUNT NO.	PARCEL NO. 22E	HWY. NO.
	RCSJ 0039-17-161	US 83

<* 1 \$ Parcel Closure Report: P22E_PT1_POB
<* 2 \$ -----
<* 3 \$ Start Coordinates, North: 16618240.85 East: 1004454.72 Name: 6103
<* 4 \$ Line: N 81^06' 10" W Dist.: 30.00 PtNum: 6101
<* 5 \$ Line: N 8^53' 50" E Dist.: 395.21 PtNum: 7158
<* 6 \$ Line: N 50^02' 41" E Dist.: 45.59 PtNum: 7231
<* 7 \$ Line: S 8^53' 50" W Dist.: 429.55
<* 8 \$ End Coordinates, North: 16618240.84 East: 1004454.72
<* 9 \$ Error North: -0.01 Error East: -0.00
<* 10 \$ Error Direction: N 19^09' 07" E Total Distance Error: 0.01
<* 11 \$ Error of Closure: 1/89468.22
<* 12 \$ Perimeter: 900.35
<* 13 \$ Area: sq. Feet: 12,371 Acres: 0.284

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Fidelity National Title ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: D & S Bell Enterprises, Ltd. to Hidalgo County Drainage District No. 1

GF (File) No.: 0003165862

Land: Being a 0.855 acre (37,228 square feet) parcel of land and being in Two Parts, located in the Pedro Flores Survey, Abstract No. 577, Porcion No. 77, Hidalgo County, Texas, being part of Lots 196, 205 and 206 of the **HOMEVILLE ASSOCIATION SUBDIVISION "A"**, recorded in Volume 0, Page 24, Hidalgo County Map Records (H.C.M.R.), further being part of Tract V, conveyed to D & S Bell Enterprises, Ltd. in Document No. 1181932, Hidalgo County Deed Records (H.C.D.R.), said Two Parts of this parcel being more particularly described as follows:

"SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 22E, PART 1 and PART 2"

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: March 29, 2017

Signature:

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003165862

Borrower/Buyer Name(s): Hidalgo County Drainage District No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia Date

CHAIRPERSON BOARD OF DIRECTORS

**AGREEMENT REGARDING
AD VALOREM TAXES**

GF# 3165862

SELLER: D&S Bell Enterprises, LTD

BUYER: Hidalgo County Drainage District No. 1

PROPERTY :

Being a 0.855 acre (37,228 square feet) parcel of land and being in Two Parts, located in the Pedro Flores Survey, Abstract No. 577, Porcion No. 77, Hidalgo County, Texas, being part of Lots 196, 205 and 206 of the HOMEVILLE ASSOCIATION SUBDIVISION "A", recorded in Volume 0, Page 24, Hidalgo County Map Records (H.C.M.R.), further being part of Tract V, conveyed to D & S Bell Enterprises, Ltd. in Document No. 1181932, Hidalgo County Deed Records (H.C.D.R.), said Two Parts of this parcel being more particularly described as follows:

"SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 22E, PART 1 and PART 2"

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof..

Buyer and Seller hereby agree that there will not be a proration of the Real Estate Taxes at closing for the year 2017.

Buyer and Seller agree to hold harmless Sierra Title of Hidalgo County, Inc., from any losses either party may incur due to the non-proration of the taxes.

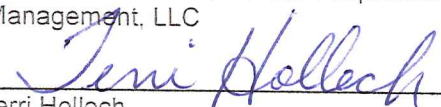
Agreed to this _____ day of _____, 2016

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia

CHAIRPERSON BOARD OF DIRECTORS

D & S Bell Enterprises, Ltd.
By: Its General Partner, Penitas Properties
DB Management, LLC

BY: 
Terri Hollech
President



FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Dated: _____

Signature

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1 BY: RAMON GARCIA CHAIRPERSON
BOARD OF DIRECTORS

AI -59602

9.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A. Requesting approval of closing documents for Parcel 37E as it relates to La Joya Bypass Outfall Ditch Project and authority of the Chairman of the Board to execute documents.

B. Pursuant to the Boards approval of Agenda Item No. 59602 (A), requesting approval to issue manual payment in the amount of \$22,478.13 to Sierra Title of Hidalgo County, Inc. Order File No. 0003161347, Parcel 37E.

BACKGROUND

Fiscal Impact

Attachments

Lajoya 37E Docs

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Jaime Salazar		Started On: 04/27/2017 02:25 PM
Final Approval Date: 04/28/2017		



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan

1. FHA 2. RHS 3. Conv. Unins. 6. File Number: 0003161347 7. Loan Number: 8. Mortgage Insurance Case Number:

4. VA 5. Conv. Ins.

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.* (0003161347/43)

D. Name and Address of Borrower: Hidalgo County Drainage District No. 1
902 N Doolittle, Edinburg, TX 78539

E. Name and Address of Seller: Mil Encinos Development, LTD
PO Box 653, Penitas, TX 78576

F. Name and Address of Lender:

G. Property Location: El Faro Road
Hidalgo County, Lot(s): 37E Porcion 77
Parcel 37

H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321
3401 N. 10th St. McAllen, TX 78501

I. Settlement Date: April 17, 2017
Disbursement Date: April 17, 2017

Place of Settlement: 3401 N. 10th St. McAllen, TX 78501

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower	
101. Contract sales price	21,441.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	1,037.13
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	
107. County taxes	
108. Assessments	
109.	
110. No Tax Prorations	
111.	
112.	
120. Gross amount due from Borrower	22,478.13
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Seller Paid Buyer Closing Costs	
209.	
Adjustments for items unpaid by seller	
210. City/Town taxes	
211. County taxes	
212. Assessments	
213.	
214.	
215.	
216. No Tax Prorations	
217.	
218.	
219.	
220. Total paid by/for Borrower	0.00
300. Cash at Settlement from/to Borrower	
301. Gross amount due from Borrower (Line 120)	22,478.13
302. Less amount paid by/for Borrower (Line 220)	(0.00)
303. CASH FROM BORROWER	22,478.13

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	21,441.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	
407. County taxes	
408. Assessments	
409.	
410. No Tax Prorations	
411.	
412.	
420. Gross amount due to Seller	21,441.00
500. Reductions in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	To:
505. Payoff of second mortgage loan	To:
506.	
507.	
508. Seller Paid Buyer Closing Costs	
509.	
Adjustments for items unpaid by seller	
510. City/Town taxes	
511. County taxes	
512. Assessments	
513.	
514.	
515.	
516. No Tax Prorations	
517.	
518.	
519.	
520. Total reduction amount due Seller	0.00
600. Cash at Settlement from/to Seller	
601. Gross amount due to Seller (Line 420)	21,441.00
602. Less reductions due Seller (Line 520)	(0.00)
603. CASH TO SELLER	21,441.00

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

700. Total Real Estate Broker Fees		\$0.00		
Division of commission (line 700) as follows:			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701.	to			
702.	to			
703. Commission paid at settlement				
704.				
800. Items Payable in Connection with Loan				
801. Our origination charge			(from GFE #1)	
802. Your credit or charge (points) for the specific interest rate chosen			(from GFE #2)	
803. Your adjusted origination charges			(from GFE #A)	
804. Appraisal fee			(from GFE #3)	
805. Credit report			(from GFE #3)	
806. Tax service			(from GFE #3)	
807. Flood certification			(from GFE #3)	
808.				
900. Items Required by Lender to be Paid in Advance				
901. Interest from 04/17/17 to 05/01/17 to @ \$ /day (14 days @ %)			(from GFE#10)	
902. Mortgage insurance premium for month to			(from GFE #3)	
903. Homeowner's insurance for year to			(from GFE #11)	
904. for year to				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account			(from GFE #9)	
1002. Homeowner's insurance Months @ \$ per Month				
1003. Mortgage insurance Months @ \$ per Month				
1004. Property taxes Months @ \$ per Month				
1005. School Taxes Months @ \$ per Month				
1006. Irrigation Taxes Months @ \$ per Month				
1007. Months @ \$ per Month				
1008. Aggregate adjustment				
1100. Title Charges				
1101. Title services and lender's title insurance to Sierra Title of Hidalgo			(from GFE #4)	
1102. Settlement or closing fee to Sierra Title of Hidalgo County, Inc. \$500.00				500.00
1103. Owner's title insurance to Sierra Title of Hidalgo County, Inc.			(from GFE #5)	
1104. Lender's title insurance				320.00
1105. Lender's title policy limit				
1106. Owner's title policy limit \$21,441.00				
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour			\$272.00	
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title			\$48.00	
1109. Document Review Fee to King Law Firm				
1110. Tax Service Fee to Tax Service of Hidalgo County				45.00
1111. See additional 1111 items				54.13
1112. E Filing Fee to Sierra Title of Hidalgo County, Inc.				3.00
				7.00
1200. Government Recording and Transfer Charges				
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.			(from GFE #7)	
1202. Deed \$ 56.00; Mortgage \$; Releases \$ 52.00				108.00
1203. Transfer taxes			(from GFE #8)	
1204. City/County tax/stamps Deed \$; Mortgage \$				
1205. State tax/stamps Deed \$; Mortgage \$				
1300. Additional Settlement Charges				
1301. Required services that you can shop for			(from GFE #6)	
1302.				
1303.				
1304.				
1305.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				
				1,037.13
				0.00

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges

Charges That Cannot Increase	HUD-1 Line Number	Good Faith Estimate	HUD-1
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	# 1203		
Charges That In Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	108.00	108.00
	#		
	#		
Total		108.00	108.00
Increase between GFE and HUD-1 Charges		\$ 0.00	or 0.00 %
Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001		
Daily interest charges	# 901 \$ /day		
Homeowner's insurance	# 903		

Loan Terms

Your initial loan amount is	\$
Your loan term is	30.00 years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest and any mortgage insurance is	\$ N/A includes <input checked="" type="checkbox"/> Principal <input checked="" type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be and can change again every after % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$ The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowners insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$ This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's insurance <input type="checkbox"/> Flood insurance

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1, Attachment

Borrower: Hidalgo County Drainage District No. 1
902 N Doolittle
Edinburg, TX 78539

Seller: Mil Encinos Development, LTD
PO Box 653
Penitas, TX 78576

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321

Place of Settlement: 3401 N. 10th St.

McAllen, TX 78501

Settlement Date: April 17, 2017

Disbursement Date: April 17, 2017

Property Location: El Faro Road
Hidalgo County, Lot(s): 37E Porcion 77

Parcel 37

Title Services and Lender's Title Insurance

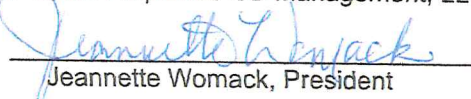
Payee/Description	Disclosure	Borrower	Seller
Sierra Title of Hidalgo County, Inc. Settlement or closing fee	(from GFE #4)	500.00	
Total Title Services and Lender's Title Insurance		500.00	

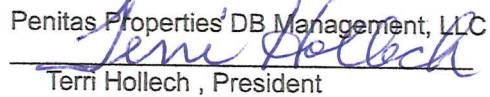
Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

Mil Encinos Development, LTD

By It's General Partner:
Penitas Properties GB Management, LLC


Jeannette Womack, President

Penitas Properties' DB Management, LLC

Terri Hollech, President

Sierra Title of Hidalgo County, Inc.
Settlement Agent

ADDENDUM

G.F. No.: 0003161347

DATE: April 17, 2017

El Faro Road,

Line 303 Amount: \$22,478.13

Line 603 Amount: \$21,441.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

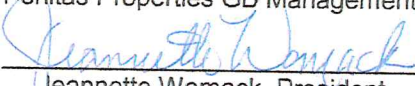
I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Mil Encinos Development, LTD

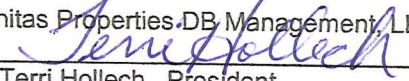
Hidalgo County Drainage District No. 1

By It's General Partner:
Penitas Properties GB Management, LLC

BY: _____
Ramon Garcia
Chairperson Board of Directors



Jeannette Womack, President

Penitas Properties DB Management, LLC


Terri Hollech, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

HUD-1 SETTLEMENT STATEMENT ADDENDUM

April 17, 2017

RE: GF NO.: 0003161347

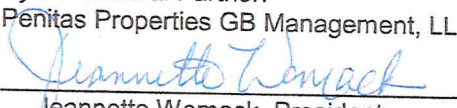
PROPERTY ADDRESS: El Faro Road,

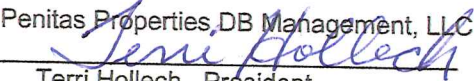
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Hidalgo County Drainage District No. 1

Mil Encinos Development, LTD

BY: _____
Ramon Garcia
Chairperson Board of Directors

By It's General Partner:
Penitas Properties GB Management, LLC

Jeannette Womack, President

Penitas Properties DB Management, LLC

Terri Hollech, President

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

TAX INFORMATION AND PRORATION AGREEMENT

Purchaser and Seller understand the Escrow Agent has assembled the information representing this transaction from the best available sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser and Seller understand that tax and insurance proration and reserves were based on figures for the preceding year or estimates for the current year. In the event of any change for the current year, all necessary adjustments must be made directly between the parties. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Title Company by Seller.

PURCHASER TO CLAIM HOMESTEAD EXEMPTION AT HIDALGO COUNTY APPRAISAL DISTRICT, 4405 S. PROFESSIONAL DRIVE, EDINBURG, TX 78540, BETWEEN JANUARY 1 AND MAY 1. PURCHASER UNDERSTANDS THAT IT IS HIS DUTY TO RENDER THIS PROPERTY TO THE APPROPRIATE TAXING BODIES, CLAIMING WHAT OTHER EXEMPTIONS TO WHICH HE MIGHT BE ENTITLED, AND TO VERIFY THE ASSESSMENT.

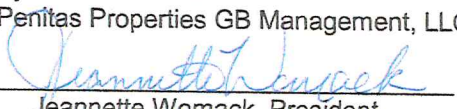
SELLER AGREES TO INDEMNIFY BUYER FOR ANY UNPAID PRIOR YEARS' TAXES IF ANY SUCH TAXES ARE DETERMINED BY THE APPROPRIATE TAXING AUTHORITY.

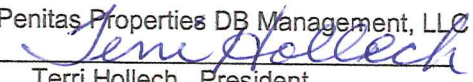
THE BUYER FURTHER UNDERSTANDS THAT THE OWNERS TITLE POLICY IS SUBJECT TO SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

Hidalgo County Drainage District No. 1

Mil Encinos Development, LTD

BY: _____
Ramon Garcia
Chairperson Board of Directors

By It's General Partner:
Penitas Properties GB Management, LLC

Jeannette Womack, President

Penitas Properties DB Management, LLC

Terri Hollech, President

**CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT -
TAX SERVICE**

To: THE UNDERSIGNED
From: SIERRA TITLE OF HIDALGO COUNTY, INC.
Property: El Faro Road,
Date: April 17, 2017

This is to give you notice that **Sierra Title of Hidalgo County, Inc.** has a business relationship with **Tax Service of Hidalgo County** in that the majority stockholder in **Sierra Title of Hidalgo County, Inc.**, and the majority stockholder in **Tax Service of Hidalgo County** are the same individual. Because of this relationship, this referral may provide **Sierra Title of Hidalgo County, Inc.** a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider(s) as a condition for [settlement of your loan on] (or) [purchase, sale, or refinance of] the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICES PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider of settlement services	Charge or range of charges
<u>Tax Information and Tax Certificates</u>	<u>\$54.13</u>

ACKNOWLEDGMENT

I/we have read the disclosure form and understand that **Sierra Title of Hidalgo County, Inc.** is referring me/us to purchase the above described settlement services(s) and may receive a financial or other benefit as a result of this referral.

Hidalgo County Drainage District No. 1

Mil Encinos Development, LTD

BY: _____
Ramon Garcia
Chairperson Board of Directors

By It's General Partner:
Penitas Properties GB Management, LLC

Jeannette Womack
Jeannette Womack, President

Penitas Properties DB Management, LLC
Terri Hollech
Terri Hollech, President

DISPUTE RESOLUTION BY BINDING ARBITRATION

At any party's request, any and all disputes arising under or relating to this real estate closing and the closing or settlement services rendered by **Sierra Title of Hidalgo County, Inc.** will be submitted to an arbitrator or arbitrating body for binding arbitration and prompt resolution. Both the Title Company and Customer agree to be bound by this provision and the results of said arbitration. Customer understands and agrees that she/he has the right to consult independent counsel regarding this provision and if accepted, the provision will eliminate all Parties' right to a jury trial in any and all disputes that may arise against each other.

Hidalgo County Drainage District No. 1

Mil Encinos Development, LTD

BY: _____
Ramon Garcia
Chairperson Board of Directors

By It's General Partner:
Penitas Properties GB Management, LLC

Jeannette Womack
Jeannette Womack, President

Penitas Properties DB Management, LLC
Terri Hollech
Terri Hollech, President

SIERRA TITLE OF HIDALGO COUNTY, INC.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: March 30, 2017

Grantor: Mil Encinos Development, LTD

**Grantor's Mailing Address: PO Box 653
Penitas, TX 78576**

Grantee: Hidalgo County Drainage District No. 1

**Grantee's Mailing Address: 902 N Doolittle
Edinburg, Hidalgo County, Texas 78539**

Consideration:

Twenty One Thousand Four Hundred Forty One and 00/100 Dollars (\$21,441.00) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See description in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None

Grantor covenants and agrees to remove the Retained Improvements from the Property by 15th day of June, 2017, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Reservations from and Exceptions to Conveyance and Warranty:

Taxes assessed against the Property, if any, after date hereof. Grantor shall be liable for all taxes assessed against the Property through date hereof.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2017.

Mil Encinos Development, Ltd.

By It's General Partner:
Penitas Properties GB Management, LLC

Jeannette Womack
Jeannette Womack, President

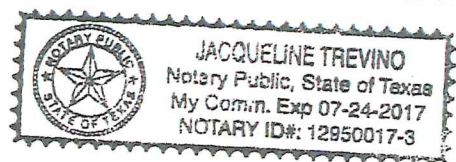
Penitas Properties DB Management, LLC

Terri Hollech
Terri Hollech, President

Corporate Acknowledgement

State of Texas §
County of HIDALGO §

This instrument was acknowledged before me on this the 17 day of April, 2017 by Mil Encinos Development, LTD By Its General Partner, Penitas Properties GB Management, LLC



Jacqueline Trevino
Notary Public

Corporate Acknowledgement

State of Texas §
County of HIDALGO §
MONTGOMERY

This instrument was acknowledged before me on this the 20th day of APRIL, 2017 by TERRI HOLLECH



Terri Free
Notary Public

AFTER RECORDING RETURN TO:
Sierra Title Co. of Hidalgo County McAllen TX 78501

Exhibit _____

County: Hidalgo
Highway: US 83
Project Limits: 0.85 Mi. East of FM 886 (El Faro Rd.) to 0.28 Mi. West of Showers Road
ROW CSJ: 0039-17-161

PROPERTY DESCRIPTION FOR PARCEL 37E

Being a 0.711 acre (30,985 square feet) parcel of land located in the Pedro Flores Survey, Abstract No. 576, Porcion No. 77 Hidalgo County, Texas and being out of the northerly remainder of Lot 211 of the Homeville Subdivision "A", Hidalgo County, Texas as recorded under Volume 0, Page 24 of the Hidalgo County Map Records (H.C.M.R.) conveyed to Mil Encinos Development, LTD., a Texas limited partnership by Warranty Deed dated January 28, 2004 as recorded under Document No. 1295637 in the Official Public Records of Hidalgo County (O.P.R.H.C.), said 0.711 acre parcel being more particularly described as follows:

COMMENCING at an iron pipe found for the southwest corner of a 35.37 acre tract described as Tract Two in Volume 1075, Page 312 conveyed to Wayne Ted Wood (undivided ½ interest) and Stephen Francis Wood (undivided ½ interest) by Probate Proceeding of A. Wayne Wood, deceased, under Cause No. 156841, Probate Records, Bexar County, Texas, and recorded under Document No. 606930 in the Official Public Records of Hidalgo County (O.P.R.H.C.), along with Probate Proceedings of Anna Mahone Wood, deceased, under Cause No. 95-PC-0431 of the Probate Records of Hidalgo County, Texas, and recorded under Document No. 507052 and Document No. 537624 in said O.P.R.H.C.; being in the southerly line of a Hidalgo County Water Control and Improvement District No. 6 tract (canal); thence as follows:

North 08 degrees 53 minutes 50 seconds East, along the common line of said 35.37 acre tract and said canal tract, a distance of 125.12 feet to a Texas Department of Transportation (TxDOT) aluminum disk set on a 5/8-inch iron rod at the POINT OF BEGINNING and southeast corner of the herein described easement parcel having surface coordinates of N=16,616,731.99, E=1,006,511.25 and being on the existing northerly line of said canal tract;**

(1) THENCE, North 52 degrees 38 minutes 32 seconds West, along the common line of said Lot 211 remainder and said canal tract, a distance of 385.58 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod for the northwest corner of the herein described parcel, said iron rod being the intersection of the common tract line and said canal northerly line with the existing south right-of-way line of and unnamed, unopened dedicated road (27.78 feet wide);**

Exhibit _____

- (2) THENCE, South 81 degrees 06 minutes 10 seconds East, along said north Lot 211 remainder line and said south right-of-way line, a distance of 314.76 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod for the northeast corner of the herein described parcel, on the proposed northeasterly line of said drainage easement;**
- (3) THENCE, South 52 degrees 38 minutes 32 seconds East, along the proposed northeasterly drainage easement line, a distance of 27.55 feet to a TxDOT aluminum disk set on a 5/8-inch iron rod for a northeasterly corner of the herein described parcel, said iron rod being on the east line of said Lot 211 remainder and the west line of said 50.748 acre tract;**
- (4) THENCE, South 08 degrees 53 minutes 50 seconds West, along said common tract line, at 155.61 feet pass a TxDOT aluminum disk set on a 5/8-inch iron rod for a cutback in said easement line, an all a total distance of 170.62 feet to the POINT OF BEGINNING and containing 0.711 acres (30,985 square feet) of land.

All bearings and coordinates are based on the Texas Coordinate System, South Zone (4205), NAD 1983 (2011). All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000040.

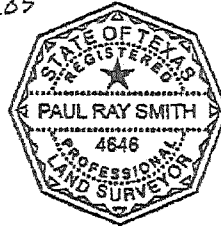
A parcel plat of even date was prepared to accompany this property description.

**The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

This survey was performed on the ground under my supervision during August, 2013

Paul Ray Smith

Paul Ray Smith
Registered Professional Land Surveyor No. 4646
CivilCorp, LLC
2825 Wilcrest Drive
Suite 460
Houston, Texas 77042
832-252-8100



**AGREEMENT REGARDING
AD VALOREM TAXES**

GF# 3161347

SELLER: Mil Encinos Development, LTD

BUYER: Hidalgo County Drainage District No. 1

PROPERTY :

LEGAL DESCRIPTION

Parcel 37E

Being a 0.711 acre (30,985 square feet) parcel of land located in the Pedro Flores survey, abstract No. 576, Porcion No. 77 Hidalgo County, Texas being out of the Northerly remainder of Lot 211 of the Homeville subdivision "A" Hidalgo county, Texas as recorded under volume 0 page 24, of the Hidalgo county map Records conveyed to Mil Encinos Development Ltd. A Texas Limited partnership by Warranty deed dated January 28, 2004 as recorded under Document No. 1295637 in the Official Public Records of Hidalgo County, Texas, said 0.711 acre parcel being more particularly described in Metes and Bounds as shown on exhibit attached hereto;

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 37E:

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

Buyer and Seller hereby agree that there will not be a proration of the Real Estate Taxes at closing for the year 2017.

Buyer and Seller agree to hold harmless Sierra Title of hidalgo County, Inc., from any losses either party may incur due to the non-proration of the taxes.

Agreed to this _____ day of _____, 2017


Mil Encinos Development, LTD

By It's General Partner:

Penitas Properties GB Management, LLC


Jeannette Womack, President

Penitas Properties DB Management, LLC


Terri Hollech, President

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia Chairperson Board of Directors

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: **Fidelity National Title** ("Title Insurer")
Sierra Title of Hidalgo County, Inc. ("The Company")

RE: Mil Encinos Development, LTD to Hidalgo County Drainage District No. 1

GF (File) No.: **0003161347**

Land: Parcel 37E

Being a 0.711 acre (30,985 square feet) parcel of land located in the Pedro Flores survey, abstract No. 576, Porcion No. 77 Hidalgo County, Texas being out of the Northerly remainder of Lot 211 of the Homeville subdivision "A" Hidalgo county, Texas as recorded under volume 0 page 24, of the Hidalgo county map Records conveyed to Mil Encinos Development Ltd. A Texas Limited partnership by Warranty deed dated January 28, 2004 as recorded under Document No. 1295637 in the Official Public Records of Hidalgo County, Texas, said 0.711 acre parcel being more particularly described in Metes and Bounds as shown on exhibit attached hereto;

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 37E:

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. Arbitration

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. Notice

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Date: April 17, 2017

Signature:

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

DATE: April 13, 2017

SUBJECT: HIDALGO COUNTY SUBDIVISION REGULATIONS

RE: 0003161347

SIERRA TITLE OF HIDALGO COUNTY, INC. hereby advises you that this property may be subject to the Subdivision Regulations of the County of Hidalgo or the nearest City.

One of the provisions of the regulations is that no permit shall be issued or utilities connected until an approved Subdivision Plat has been recorded.

IT WILL BE YOUR RESPONSIBILITY to comply with the appropriate Subdivision Regulations by contacting the Hidalgo County Planning Department and/or the Planning Department of the appropriate City.

A receipt of a copy of this letter is hereby acknowledged by the undersigned.

Hidalgo County Drainage District No. 1

BY: _____
Ramon Garcia
Chairperson Board of Directors

BUYER'S MAILING ADDRESS VERIFICATION FORM

****THIS FORM MUST BE FILLED OUT COMPLETELY****

GF No.: 0003161347

Borrower/Buyer Name(s): Hidalgo County Drainage District No. 1

It is imperative that we have your correct mailing address for forwarding of all correspondence and/or any and all legal documentation and/or title policies.

Mailing Address: (Below, please list the exact address where mail must be sent, include Post Office Box Number, Apartment Number, Unit Number, etc.)

Street Address (include Unit no. or Apt. no.)

P.O. Box

City

State

Zip Code

Phone Information

Buyer One

Buyer Two

Home No.: _____

Business No.: _____

Mobile No.: _____

Email Address: _____

Date of Birth: _____

Social Security No.: _____

Drivers License No.: _____

Hidalgo County Drainage District No. 1

By: _____
Ramon Garcia Date

CHAIRPERSON BOARD OF DIRECTORS

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We,(Fidelity National Title), will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

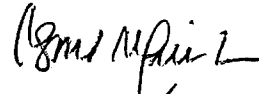


Authorized Signature

Fidelity National Title Insurance Company



By:



ATTEST

President



Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

TEXAS TITLE INSURANCE INFORMATION

<p>Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.</p>	<p>El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.</p>
---	--

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a Policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exception, Exclusions and Conditions, defined below.

---EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

---EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling Fidelity National Title Insurance Company at 1-800-442-4303 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the Policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy.

Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.



FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION (Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Dated: _____

Signature

HIDALGO COUNTY DRAINAGE DISTRICT
NO. 1 BY: RAMON GARCIA CHARRSON
BOARD OF DIRECTORS

Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/**Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

**FIDELITY
NATIONAL
TITLE
INSURANCE
COMPANY**



**Fidelity National Title
INSURANCE COMPANY**

**8785 N. Central Expy, Suite 850
Dallas, TX 75201**

**ISSUED THROUGH THE OFFICE OF:
Sierra Title of Hidalgo County, Inc.**

FIDELITY NATIONAL TITLE

SCHEDULE A

Effective Date: April 7, 2017

GF No.: 0003161347

Commitment No. 0003161347, issued April 12, 2017, 08:00 AM

1. The policy or policies to be issued are:
 - a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount: \$21,441.00
PROPOSED INSURED: Hidalgo County Drainage District No. 1
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)

Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
 - f. OTHER

Policy Amount:
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is:

Fee Simple
3. Record title to the land on the Effective Date appears to be vested in:

Mil Encinos Development, LTD

SCHEDULE A
(Continued)

4. Legal description of land:

Parcel 37E

Being a 0.711 acre (30,985 square feet) parcel of land located in the Pedro Flores survey, abstract No. 576, Porcion No. 77 Hidalgo County, Texas being out of the Northerly remainder of Lot 211 of the Homeville subdivision "A" Hidalgo county, Texas as recorded under volume 0 page 24, of the Hidalgo county map Records conveyed to Mil Encinos Development Ltd. A Texas Limited partnership by Warranty deed dated January 28, 2004 as recorded under Document No. 1295637 in the Official Public Records of Hidalgo County, Texas, said 0.711 acre parcel being more particularly described in Metes and Bounds as shown on exhibit attached hereto;

SEE EXHIBIT "A" ATTACHED FOR DESCRIPTION OF PARCEL 37E:

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

SCHEDULE B

Commitment No.: 0003161347

GF No.: 0003161347

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below:~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017, and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

SCHEDULE B
(Continued)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
- a. Rights of Parties in Possession. (APPLIES TO OWNER'S POLICY ONLY)
 - b. Easements, rights, rules, and regulations in favor of Hidalgo county Irrigation district No. 6.
 - c. Except to any portion of subject property lying within the bounds or boundaries of any road or roadway public or private.
 - d. Easements and conditions as shown on the Map recorded in Volume 0, Page 24, Map Records of Hidalgo County, Texas.
 - e. Right-of-Way Easement granted to La Joya Water supply Corporation, by instrument recorded in Volume 1471, Page 146, deed Records of Hidalgo County, Texas.
 - f. Right-of-Way Easement granted to Atlantic Richfield co., by instrument recorded in Volume 1834, Page 428, Deed Records of Hidalgo County, Texas
 - g. Right-of-Way Easement granted to Atlantic Richfield co., by instrument recorded in Volume 1950, Page 683, Deed Records of Hidalgo County, Texas.
 - h. Right-of-Way Easement granted to Atlantic Richfield Co., by instrument recorded in Volume 2131, Page 184, Deed Records of Hidalgo County, Texas.
 - i. Right-of-Way Easement granted to Atlantic Richfield Co., by instrument recorded in Volume 2152, Page 301, Deed Records of Hidalgo County, Texas.
 - j. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - k. Conveyance of Water Rights dated April 30, 2010, from Mil Encinos Development, Ltd., to St. Mary Land & Exploration co., filed for record in the Office of the County Clerk of Hidalgo County, Texas, on May 4, 2010, under Clerk's File No. 2099464.
 - l. Any claim or allegation that the land described in Schedule A of this policy, was conveyed in violation of V.A.T.C Local Government Code, Sections 212.004, et seq. or 232.001, or in violation of any county or municipal ordinance affecting subdivisions, or any loss of the use of the land by reason thereof.
 - m. This Policy specifically excepts to any and all taxes which are either due or may be due against the subject property.
 - n. Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.

SCHEDULE B
(Continued)

- o. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (Note: Upon receipt of a survey acceptable to Company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

SCHEDULE C

Commitment No.: 0003161347

GF No.: 0003161347

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust dated October 24, 2013, executed by Mil Encinos Development Ltd et al, to Mark A. Miller, Trustee, securing the payment of one note of even date therewith in the original principal sum of \$4,300,000.00 payable to Texas AgFinance, FLCA; said Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas, on October 25, 2013, under Clerk's File No. 2459039. **(Will be deleted once Partial Release has been filed of record.)**
6. With respect to Mil Encinos Development, Ltd, a Texas limited partnership, the Title Company will require:
 - a) A copy of the Limited Partnership Agreement, together with all amendments thereto, if any, to determine the authority of the party(ies) to act on behalf of the limited partnership.
 - b) Satisfactory evidence that the Certificate of Limited Partnership or the Statement of Foreign Qualifications of a Foreign Limited Partnership has been filed with the office of the Secretary of State to verify that the limited partnership has qualified as such and to identify all of the general partners.
7. Company reserves the right at its sole discretion to revise any proposed insuring provision herein upon its review of additional documentation or information, including, but not limited to, a qualified, approved survey.
8. Beginning January 1, 2004, all deeds, mortgages, and deeds of trust must include the following Notice on the front of the documents: **NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.**

SCHEDULE C
(Continued)

9. In accordance with Procedural Rule P-30 (Guaranty Assessment Recoupment Charge), a Policy Guaranty Fee of \$3.00 for each Owner's Policy and Loan Policy issued must be collected at time of closing and remitted by the Title Company on all transactions closed on or after April 1, 2016. The Policy Guaranty Fee will be disclosed on the Closing Disclosure and/or the Texas Disclosure Form (Form T-64) as appropriate.

10. Upon sale of subject property, you should secure executed letter from the Purchasers stating that they are aware of the Commissioners' Court Subdivision Regulations and of the City's Zoning Ordinances and Subdivision Regulations.

SCHEDULE D

Commitment No.: 0003161347

GF No.: 0003161347

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Randal Raymond Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. As to Sierra Title of Hidalgo County, Inc. (Title Insurance Agent), the following disclosures are made:
 - B-1. Shareholders, owners, partners or other persons having, owning or controlling 1% or more of Title Insurance Agent are as follows: James M. Moffitt, John Robert King, Elizabeth King, W. D. Moschel, Lynda Moore, Estate of Sadie Friedrichs, Ray Toland.
 - B-2. Shareholders, owners, partners, or other persons having, owning or controlling 10% or more of any entity that has, owns, or controls 1% or more of Title Insurance Agent are as follows:
 - B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors: James M. Moffitt, Lynda Moore, W. D. Moschel, John Robert King.
 - B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:

John Robert King	Chief Executive Officer	Marielsa Pulido	Vice President, Operations
Elizabeth Anné King	Chief Operations Officer	Matthew T. Wilson	Vice President, Escrow
W.D. Moschel	Vice President	Lynda Moore	Secretary / Treasurer
Peter Murphy	Vice President, Examination	James M. Moffitt	Chairman of the Board

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy		\$	320.00
	Total	\$	320.00

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; % will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services
%		Services Rendered

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.

SCHEDULE D
(Continued)

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached.

DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

Commitment No.: 0003161347

GF No.: 0003161347

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is **\$2,000,000** or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of **\$2,000,000** shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

IMPORTANT NOTICE

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

(800)252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AVISO IMPORTANTE

PARA INFORMACIÓN, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

(800)252-3439

para obtener información sobre:

1. como someter una queja en contra de una compañía de seguros o agente de seguros,
2. si una compañía de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compañía de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a través del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS

P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512)490-1007

AI -59611

10.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Requesting approval to submit to TCEQ the Affected Property Assessment Report Prepared by Halff & Associates as it relates to the Abandoned Rifle / Handgun Firing Range Located at the HCDD1 yard and approval for General Manager to execute.

B.) Requesting approval to submit to TCEQ the Response Action Completion Report Prepared by Halff & Associates as it relates to the Abandoned Rifle / Handgun Firing Range Located at the HCDD1 yard and approval for General Manager to execute.

BACKGROUND

Fiscal Impact

Attachments

TCEQ Report (1)

TCEQ Report (2)

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Jaime Salazar		Started On: 04/28/2017 09:21 AM
Final Approval Date: 04/28/2017		

**Texas Commission on Environmental Quality
Remediation Division Correspondence Identification Form**

SITE & PROGRAM AREA IDENTIFICATION			
SITE LOCATION		REMEDIATION DIVISION PROGRAM AND FACILITY IDENTIFICATION	
Site Name: Former Firing Range Berm		Is This Site Being Managed Under A State Lead Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address 1: 902 North Doolittle Road		Program Area:	IHW CORRECTIVE ACTION ▼
Address 2:		Mail Code:	MC-127
City: Edinburg	State: Texas	Is This A New Site To This Program Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Zip Code: 78542	County: Hidalgo ▼	TCEQ Facility ID No.:	T3300
TCEQ Region: Region 15 - Harlingen		--Leave This Field Blank--	--Leave This Field Blank--

DOCUMENT(S) IDENTIFICATION	
PHASE OF REMEDIATION	DOCUMENT NAME
1. ASSESSMENT ▼	AFFECTED PROPERTY ASSESSMENT REPORT (APAR) ▼
2. ▼	▼
3. ▼	▼
4. ▼	▼
5. ▼	▼

CONTACT INFORMATION			
RESPONSIBLE PARTY INFORMATION			
Name:	Jaime J. Salazar	Phone Number:	(956) 292-7080
Company:	Hidalgo County Drainage District No. 1	Fax Number:	(956) 292-7089
Address 1:	902 N. Doolittle Road	City:	Edinburg
Address 2:		State:	TX
		Zip Code:	78542
ENVIRONMENTAL CONSULTANT/REPORT PREPARER/AGENT			
Name:	Lee Beeson	Phone Number:	(214) 346-6368
Company:	Half Associates, Inc.	Fax Number:	(214) 739-0095
Address 1:	1201 N. Bowser Road	City:	Richardson
Address 2:		State:	TX
		Zip Code:	75081
TCEQ INTERNAL USE ONLY			
Document No.	TCEQ Database Term	Document No.	TCEQ Database Term
1.	APAR	4.	
2.		5.	
3.			

AFFECTED PROPERTY ASSESSMENT REPORT

Draft

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
FORMER FIRING RANGE BERM
902 NORTH DOOLITTLE ROAD
EDINBURG, TEXAS**

Prepared for:

**Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, Texas 78542**

Prepared by:



**1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200
TBPG Firm Registration #50330**

AVO 31392

March 2017

This document is released for the purpose of review under the authority of Lee Beeson P.G. 1905 on 3/10/17. It is not to be used for any other purpose.

Cover Page

Program ID No. (primary): IHW SWR T3300 Report date: April 2017
TCEQ Region No.: 15 MSD Certificate No.: _____
Additional Program ID Numbers.: SWR/Facility ID No.: T3300 PST Facility ID No.: _____
DCRP ID No.: _____ VCP ID No.: _____ LPST ID No.: _____
MSW Tracking No.: _____ HW Permit/CP No.: _____ Enforcement ID No.: _____
Other ID Nos.: _____

Reason for submittal (check all that apply): Notice of Deficiency Letter Enforcement/Agreed order
 Initial submittal Permit/Compliance Plan Directive/NOV letter
 Revision Voluntary response Other:

On-Site Property Information

On-Site Property (Facility) Name: Former Firing Range Berm
Street no. 902 Pre dir: N Street name: Doolittle Street type: Rd Post dir: _____
City: Edinburg County: Hidalgo County Code 108 Zip 78542
Nearest street intersection and location description: NE of the intersection of E. Richardson Rd. and N. Doolittle Rd.
Latitude: Decimal Degrees (indicate one) North 28° 18' 22.75"
Longitude: Decimal Degrees (indicate one) West 98° 07' 40.70"

Contact Person for On-Site Property Information and Acknowledgment

Company Name or Person: Hidalgo County Drainage District No. 1
Contact Name: Jaime J. Salazar Title: Operations Manager
Mailing Address: 902 North Doolittle Road
City: Edinburg State: TX Zip: 78542 Phone: (956) 292-7080
Email: Jaime.salazar@hccd1.org Fax: (956) 292-7089
Person is: property owner property manager potential purchaser tenant operator
other _____

By my signature below, I acknowledge the requirement of §350.2(a) that no person shall submit information to the executive director or to parties who are required to be provided information under this chapter which they know or reasonably should have known to be false or intentionally misleading, or fail to submit available information which is critical to the understanding of the matter at hand or to the basis of critical decisions which reasonably would have been influenced by that information. Violation of this rule may subject a person to the imposition of administrative, civil, or criminal penalties.

Signature of Person _____ Name(print): Jaime J. Salazar Date: _____

Consultant Contact Person

Consultant Company Name: Halff Associates, Inc.
Contact Person: Lee Beeson Title: Senior Geologist
Mailing Address: 1201 North Bowser Road
City: Richardson State: TX Zip: 75081
Phone: (214) 346-6368 Fax: (214) 739-0095 E-mail address lbeeson@halff.com

Professional Signatures and Seals

Professional Geoscientist

Lee Beeson	1905	10/31/2017
Professional Geoscientist	Geoscientist License number	Expiration date
Signature	Date	
(214) 346-6368	(214) 739-0095	lbeeson@halff.com
Telephone number	FAX number	E-mail

Professional Engineer

Professional Engineer	P.E. License number	Expiration date
Signature	Date	
Telephone number	FAX number	E-mail

Registered Corrective Action Specialists (RCASs) and Corrective Action Project Managers (CAPMs)

For LPST sites only.

Registered Corrective Action Specialist	RCAS Registration number	Expiration date
Signature	Date	
Corrective Action Project Manager	CAPM Registration number	Expiration date
Signature	Date	
Telephone number	FAX number	E-mail

Seals, as applicable:

Figure: 30 TAC ' 350.77(b) continued

PART III. Qualitative Summary and Certification (Complete in all cases.)

Attach a brief statement (not to exceed 1 page) summarizing the information you have provided in this form. This summary should include sufficient information to verify that the affected property meets or does not meet the exclusion criteria. The person should make the initial decision regarding the need for further ecological evaluation (i.e., Tier 2 or 3) based upon the results of this checklist. After review, TNRCC will make a final determination on the need for further assessment. **Note that the person has the continuing obligation to re-enter the ERA process if changing circumstances result in the affected property not meeting the Tier 1 exclusion criteria.**

Completed by: Lee Beeson (Typed/Printed Name)

Senior Geologist (Title)

_____ (Date)

I believe that the information submitted is true, accurate, and complete, to the best of my knowledge.

Jaime Salazar (Typed/Printed Name of Person)

Operations Manager – Hidalgo County Drainage District No. 1 (Title of Person)

_____ (Signature of Person)

_____ (Date Signed)

**Texas Commission on Environmental Quality
Remediation Division Correspondence Identification Form**

SITE & PROGRAM AREA IDENTIFICATION			
SITE LOCATION		REMEDIATION DIVISION PROGRAM AND FACILITY IDENTIFICATION	
Site Name: Former Firing Range Berm		Is This Site Being Managed Under A State Lead Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Address 1: 902 North Doolittle Road		Program Area:	IHW CORRECTIVE ACTION ▼
Address 2:		Mail Code:	MC-127
City: Edinburg	State: Texas	Is This A New Site To This Program Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Zip Code: 78542	County: Hidalgo ▼	TCEQ Facility ID No.:	T3300
TCEQ Region: Region 15 - Harlingen		--Leave This Field Blank--	--Leave This Field Blank--

DOCUMENT(S) IDENTIFICATION	
PHASE OF REMEDIATION	DOCUMENT NAME
1. REMEDIATION ▼	RESPONSE ACTION COMPLETION REPORT (RACR) FOR REMEDY STANDARD A ▼
2. ▼	▼
3. ▼	▼
4. ▼	▼
5. ▼	▼

CONTACT INFORMATION			
RESPONSIBLE PARTY INFORMATION			
Name:	Jaime J. Salazar	Phone Number:	(956) 292-7080
Company:	Hidalgo County Drainage District No. 1	Fax Number:	(956) 292-7089
Address 1:	902 N. Doolittle Road	City:	Edinburg
Address 2:		State:	TX
		Zip Code:	78542
ENVIRONMENTAL CONSULTANT/REPORT PREPARER/AGENT			
Name:	Lee Beeson	Phone Number:	(214) 346-6368
Company:	Half Associates, Inc.	Fax Number:	(214) 739-0095
Address 1:	1201 N. Bowser Road	City:	Richardson
Address 2:		State:	TX
		Zip Code:	75081
TCEQ INTERNAL USE ONLY			
Document No.	TCEQ Database Term	Document No.	TCEQ Database Term
1.	RACR A	4.	
2.		5.	
3.			

RESPONSE ACTION COMPLETION REPORT

Draft

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
FORMER FIRING RANGE BERM
902 NORTH DOOLITTLE ROAD
EDINBURG, TEXAS**

Prepared for:

**Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, Texas 78542**

Prepared by:



**1201 North Bowser Road
Richardson, Texas 75081
(214) 346-6200
TBPG Firm Registration #50330**

AVO 31392

March 2017

This document is released for the purpose of review under the authority of Lee Beeson P.G. 1905 on 3/30/17. It is not to be used for any other purpose.

Executive Summary	Page ___ of ___	
	ID No. IHW SWR T3300	Report Date: April 2017

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
Response Action Completion Report**

Cover Page

Regulatory ID number (Solid waste registration number, VCP ID number, etc) IHW SWR T3300
 check one: Initial RACR submittal for this on-site property Subsequent RACR submittal
 Report date: April 2017 TCEQ Region No.: 15

TCEQ Program (check one)
 Corrective Action (Mail Code 127) Superfund PRP Lead (Mail Code 143)
 Voluntary Cleanup Program (Mail Code 221) Municipal Solid Waste Permits (Mail Code 124)
 Petroleum Storage Tank Program (Mail Code 137)

On-Site Property Information

On-Site Property Name: Former Firing Range Berm
 Street no. 902 Pre dir: N Street name: Doolittle Street type: Rd Post dir: _____
 City: Edinburg County: Hidalgo County County Code: 108 Zip: 78542
 NE of the intersection of E. Richardson Rd. and N. Doolittle
 Nearest street intersection or location description: Rd.
 Latitude: Degrees, Minutes, Seconds OR Decimal Degrees (circle one) North 28° 18' 22.75"
 Longitude: Degrees, Minutes, Seconds OR Decimal Degrees (circle one) West 98° 07' 40.70"

Off-Site Affected Property Information

Off-Site Affected Property Name: _____
 Street no. _____ Pre dir: _____ Street name: _____ Street type: _____ Post dir: _____
 City: _____ County: _____ County Code: _____ Zip: _____
 Check if there are no off-site properties affected

Contact Person Information and Acknowledgement

Person (or company) Name: Hidalgo County Drainage District No. 1
 Contact Person: Jaime Salazar Title: Operations Manager
 Mailing Address: 902 N. Doolittle Road
 City: Edinburg State: TX Zip: 78542 E-mail address: Jaime.salazar@hced1.org
 Phone: (956) 292-7080 Fax: (956) 292-7089

By my signature below, I acknowledge the requirement of §350.2(a) that no person shall submit information to the executive director or to parties who are required to be provided information under this chapter which they know or reasonably should have known to be false or intentionally misleading, or fail to submit available information which is critical to the understanding of the matter at hand or to the basis of critical decisions which reasonably would have been influenced by that information. Violation of this rule may subject a person to the imposition of civil, criminal, or administrative penalties.

Signature of Person _____ Name, print: Jaime Salazar Date: _____

Executive Summary	Page ___ of ___	
	ID No. IHW SWR T3300	Report Date:

following removal of the impact berm surface soil material. Concentrations of COCs were below the Critical Residential PCLs established for the Site. The removal of the affected berm soils resulted in a permanent risk reduction at the Site without the use of engineering or institutional controls. The response actions have achieved Remedy Standard A closure for residential land use at the Site.

AI -59625

11.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar, DRAINAGE DISTRICT

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval to purchase One (1) 2016 Peterbilt 389 Winch Truck through the Hidalgo County Drainage District No. 1 membership/participation with BuyBoard's awarded contract to Rush Truck Centers of Texas, LP (Contract #521-16) in the total amount of \$222,143.22 including 5yr/250,000 Miles Extended Warranty, and 5 yr/200,000 Miles After-treatment Extended Warranty.

BACKGROUND

PO will be issued upon compliance to HB1295.

Fiscal Impact

Attachments

Quote from Rush Truck- with Backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/28/2017 01:51 PM
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Moises Salazar		Started On: 04/28/2017 11:23 AM
Final Approval Date: 04/28/2017		

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 4/27/2017
 Contact for Vendor: COLTON KRUSE Phone (830) 302-5219
 End User: County of Hidalgo Drainage District 1
 End User Contact: Jaine Salazar Phone/Fax (956) 292-7080
 Product Description: 2016 Peterbilt 389 Winch Truck

A: Base Price in Bid/Proposal Number: 521-16			Series: 389 \$98,800.00		
B: Published Options (Itemize Below)					
	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
Peterbilt	Frame & Equipment	\$ 4,429.00	Peterbilt	Tires & Wheels	\$ 10,076.00
Peterbilt	Front Axle & Equipment	\$ 2,820.00	Peterbilt	Fuel Tanks/Battery Box & Bumper	\$ 2,296.00
Peterbilt	Rear Axles & Equipment	\$ 16,904.00	Peterbilt	Cab & Equipment	\$ 10,483.00
Peterbilt	Engine & Equipment	\$ 13,928.00	RTC-0089	Winch	\$ 48,300.00
Peterbilt	Transmission & Equipment	\$ 7,961.00	RTC-1059	Lot Insurance	\$ 704.10
Peterbilt	Air & Trailer Equipment	\$ 323.00	RTC-1060	Floor Plan Interest	\$ 1,019.12
Subtotal Column 1: \$ 46,365.00			Subtotal Column 2: \$ 72,878.22		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 119,243.22

C: Subtotal of A + B		\$218,043.22
D: Non Published Options		
Truckers RN65W Winch with Options	\$8,450.00	
Subtotal Column 1: \$8,450.00	Subtotal Column 2: \$	-

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$8,450.00

E: Contract Price Adjustment (If any, explain here)
 Conquest Account Discount/Truck STAYS PAINTED RED \$ (7,000.00)

F: Total of C + D +/- E \$219,493.22

G: Quantity ordered Units: 1.00 x F \$ 219,493.22

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
5 Yr/250,000 Miles Engine Extended Warranty	\$ 1,750.00				
5 Yr/200,000 Miles Aftertreatment Extended Warranty	\$ 500.00				
					\$ 2,250.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$222,143.22



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Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Rush Truck Centers of Texas, LP	Peterbilt Model 389 On Highway Line Item 354	N/A	\$98,800.00	<input type="text"/>	Add

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Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Rush Truck Centers of Texas, LP	10% Discount Off Rush Truck Centers of Texas pricelist Third Party (not OEM) and Unpublished Options for Peterbilt Line Item 359	Pricing Sheet	\$0.00	<input type="text"/>	Add Show Details
Rush Truck Centers of Texas, LP	10% Discount Off Rush Truck Centers of Texas pricelist Peterbilt Original Equipment Manufacturer (OEM) Options Line Item 358	Pricing Sheet	\$0.00	<input type="text"/>	Add Show Details

Showing 1 to 2 of 2 entries (filtered from 76 total entries)



Proposal Invitation No. 521-16 Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Section II: Peterbilt Model Vehicles OPTIONS and EQUIPMENT- Options will be selected by the Cooperative member at the time of order. A COMPLETE LIST OF ALL OPTIONS AND EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!

Item No.	Specified Brand or Equal	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist	State Name of Catalog/Pricelist	Vehicle Options
358	Original Equipment Manufacturer (OEM) Options	Discount (%) off Original Equipment Manufacturer (OEM) Options	Discount (%) off all Original Equipment Manufacturer (OEM) Options.	10 %	All OEM Options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
359	Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options	Discount (%) off Third Party (not OEM) and Unpublished Options and Equipment.	10 %	All options listed on attached list have 10% included	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)
360	Program Vehicles	Discount (%) off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) off for all Program Vehicles (Lease and/or Pre-Owned).	0 %	N/A	Per section II you must attach a separate sheet with upgrade options to include all manufacturer options for this model including alternative fuel chose equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. * Detailed specification sheets and a options pricelist must be submitted with proposal or the proposal will not considered.



Corporate S040

Buyboard

United States

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

Vehicle Summary

	Unit		Chassis	
Model:	Model 389	Fr Axle Load (lbs):		12000
Type:	Tractor	Rr Axle Load (lbs)		38000
Description:	2016	G.C.W. (lbs):		50000
	Application	Road Conditions:		
Intended Serv.:	General Freight	Class A (Highway)		100
Commodity:	Household Goods	Class B (Hwy/Mtn)		0
	Body	Class C (Off-Hwy)		0
Type:		Class D (Off-Road)		0
Length (ft):	0	Maximum Grade:		6
Height (ft):	0.0	Wheelbase (in):		200
Max Laden Weight (lbs):	0	Overhang (in):		54.7
	Trailer	Fr Axle to BOC (in):		92.8
No. of Trailer Axles:	2	Cab to Axle (in):		107.2
Type:	Van	Cab to EOF (in):		161.9
Length (ft):	53	Overall Comb. Length (in):		831
Height (ft):	13.5			
Kingpin Inset (in):	36			
Corner Radius (in):	2			
	Restrictions			
Length (ft):	65			
Width (in):	102			
Height (ft):	13.5			

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

PACCAR FINANCIAL	Ask your dealer for a quote today, or visit our website @ www.paccarfinancial.com .
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Unpublished options may require review/approval.
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Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q83004066
Prepared by:	Administrator		Version Number:	33.10



Corporate S040

Buyboard

, United States

Phone:

Fax:

Email:

Phone:

Fax:

Contact Email:

Prepared for:

Data	Code	Description	\$ List	Weight
Base Model				
0003891	O	Model 389	174,255	15,010
0091090	O	Household Goods	0	0
0093170	O	General Freight Truck or tractor used in over-the-road hauling of general freight. Pickup to delivery distance is typically over 100 miles and annual mileage is typically over 60,000 miles per year. Operation is typically on-highway.	0	0
0096010	O	Van	0	0
0098010	O	California Registry Required for all vehicles that will be registered in the State of California.	0	0
Configuration				
0200700	O	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0515030	S	10-5/8in Steel Rails to 285in 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	0	0
0644000	S	EOF Tractor Tapered with Xmbr Includes kingpin cutout for steel EOF crossmember only. (If kingpin cutout desired for alum xmbrs, also use Code 0611050 Steel EOF xmbr IPO Alum EOF xmbr.)	0	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers	0	0
0854010	S	Fifth Wheel Not Furnished	0	0
0940330	S	No Access Package or Deck Plate Desired For use with tractors without access package or deckplate.	0	0
Front Axle & Equipment				
1012400	S	Meritor MFS12E 12,500 lb	0	0
1111190	S	Taper Leaf Springs, Shocks 12,000 lb	0	0
1243000	S	Power Steering Sheppard M100 For use with 10,000 to 13,200 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	4
1250180	S	Power Steering Reservoir Frame Mounted	0	0

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Data	Code	Description	\$ List	Weight
1353550	S	PHP10 Aluminum PreSet PLUS Hubs Air Disc Use with Front Axle	0	0
1380290	S	Air Disc Front Brakes Complies with reduced stopping distance regulations.	0	0
Rear Axle & Equipment				
1526150	S	Meritor MT40-14X 40,000 lb	0	0
1616290	S	PHP10 Aluminum PreSet PLUS Hubs	0	0
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0	0
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	69	2
1680950	O	Stability System Not Selected or Not Available	-473	0
1682710	S	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1703250	O	Ratio 3.25 Rear Axle	0	0
1821700	S	Peterbilt Air Leaf 38,000 lb, 52in Axle Spacing Light Weight with Tracking Rods.	0	0

Engine & Equipment

2072810	S	PACCAR MX-13 455@1700 GOV@2200 1650@1000 (2013 Emissions) Includes integrated engine retarder and return fuel blending valve. Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. Before choosing PTO mode programming, consider the application in which the vehicle will be utilized. N20690 N162 64...Maximum Accelerator Pedal Vehicle Speed N20700 N006 60...Max Cruise Speed N20710 N052 650...Idle Target N20740 N015 NO...Enable MX Retarder in Neutral N20750 N019 0....Delay in Engine Brake Activation w/ Brake Pedal Depressed N20760 N014 2....Auto Retard Vehicle Speed Offset N20770 N013 4....Downhill Speed Limiter Vehicle Speed Offset N20780 N001 16...Minimum Speed to Turn Cruise Control Off N20790 N003 19...Minimum Cruise Control Speed N20800 N002 19...Min Speed to Automatically Turn Cruise Control On N20810 N005 1....Value to Increase Speed w/ Set/Accel Bump Switch	0	0
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Data	Code	Description	\$ List	Weight
N20820	N004	1....Value to Reduce Speed w/ Resume/Decel Bump Switch		
N20830	N039	OFF..Allow Multi-Torque Only When Cruise is Active		
N20840	N187	5....Timer Setting Non-PTO Mode w/ Park Brake Set		
N20850	N188	5....Timer Setting Non-PTO Mode w/o Park Brake Set		
N20860	N185	40...Low Ambient Temperature Override		
N20870	N184	80...High Ambient Temperature Override		
N20900	N186	5....Timer Setting When in PTO Mode		
N20910	N190	YES..Reset EIST Timer Based on Engine Load		
N20920	N183	35...Engine Load Threshold		
N20930	N071	ON...FIC Enable/Disable		
N20940	N072	1900.Maximum Fast Idle Control Engine Speed		
N20950	N105	100..Decrease Engine Speed w/ Res/Decel Bump Switch		
N20960	N107	100..Increase Engine Speed w/ Set/Accel Bump Switch		
N20970	N104	250..Rate to Decrease Engine Speed w/ Res/Decel Switch Held		
N20980	N103	350..Rate to Increase Engine Speed w/ Set/Accel Switch Held		
N20990	N078	ON...PTO Mode Disabled w/ Clutch Pedal Depressed		
N21000	N101	ON...PTO Mode Disabled w/ Service Brake Depressed		
N21010	N079	ON...PTO Mode Enable Only w/ Parking Brake Set		
N21020	N080	0....PTO Vehicle Speed Limit		
N21030	N089	ON...PTO Mode Enable Only w/ Transmission Neutral		
N21040	N082	50...Reduce Engine Speed w/ Resume/Decel Switch Bump		
N21050	N083	50...Increase Engine Speed w/ Set/Accel Switch Bump		
N21060	N084	250..Rate of Decrease in Engine Speed w/ Switch Held Down		
N21070	N085	350..Rate of Increase in Engine Speed w/ Switch Held Down		
N21080	N065	5....HEST Warning Maximum Vehicle Speed		
N21100	N087	780..RPM Set Point		
N21110	N086	2000.Maximum Engine Speed During PTO Operation		
N21120	N090	50...Reduce Engine Spd w/ Remote Res/Decel Switch Bump		
N21130	N091	200..Rate of Decrease in Engine Speed w/ Switch Held Down		
N21140	N092	50...Increase Engine Spd w/ Remote Set/Accel Switch Bump		
N21150	N093	250..Rate of Increase in Engine Speed w/ Switch Held Down		
N21160	N110	OFF..Enable Set Point w/ Set/Accel Switch Bump		
N21170	N191	NO...Override EIST Timer Based on Engine Load		
N21190	N193	0....Expiration Distance		
N21200	N194	60...Timer for Impending Shutdown Warning		
N21230	N197	YES..Enable Accelerator Pedal Reset		
N21240	N198	YES..Enable Service Brake Reset		
N21250	N199	YES..Enable Clutch Pedal Reset		
N21260	N200	YES..Allow EIST Timer Overrides in PTO Mode		
N21280	N163	0....Maximum Cycle Distance		
N21300	N169	0....Expiration Distance		
N21310	N170	120..Standard Maximum Speed Limit [LSL]		
N21320	N106	660..Minimum Engine Speed During PTO Operation		

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Data	Code	Description	\$ List	Weight
		N21330 N077 1902.Maximum Engine Torque During PTO Operation		
		N21340 N109 NO...Enable PTO Speed Maxium Rate of Change		
		N21350 N081 75...PTO Speed Maximum Rate of Change		
		N21640 N179 YES..Enable Park Brake Reset		
		N21650 N173 0...Reserve Speed Offset		
		N21670 N164 252..Reserve Speed Function Reset Distance		
		N21680 N055 780..RPM Set Point 1		
		N21690 N056 1030.RPM Set Point 2		
		N21900 N073 0....Cab Accel Pedal Type in PTO Mode		
		N21910 N182 30...Coolant Temperature Overrule		
		N21920 N219 0....Offset mode		
		N21930 N224 2....Maximum Vehicle Speed Bonus		
		N21940 N227 -2...Maximum Vehicle Speed Penalty		
		N21950 N246 4...Minimum Vehicle Speed for DSA Activation		
		N21960 N247 1....Lowest Gear that DSA will be active		
		N21970 N248 10...Highest Gear that DSA will be active		
2091305	S	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Overrule	0	0
2091372	O	Eff EIST NA Expiration Miles	0	0
2091510	O	Enable Reserve Speed Drive Cycle Limit	0	0
2091640	O	Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092027	O	MX Retarder State Cruise Control On (Manual Mode Engine Parameter)	0	0
2092031	O	Powertrain Optimized for Fuel Economy Best analysis for vehicles which operate at or near cruise speed 90 plus percent of time.	0	0
2092081	O	Engine Monitoring Protection - Warn (PACCAR MX) Only a warning is provided in the A-Panel display when DPF regeneration is required. Only available for qualifying intended services such as Fire Engines and Emergency Vehicles. Continued operation without regeneration can result in damage to the engine.	0	0
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins ISL, ISM and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed	0	0
2521090	S	Immersion Type Block Heater 110-120V Standard location is center left hand under cab and includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0	0
2522050	S	PACCAR 12V Starter	0	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2100 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2621090	S	DM Advantage ON/OFF Fan Clutch	0	0

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Data	Code	Description	\$ List	Weight
2738430	S	Wabco 28.0 CFM Air Compressor Teflon lined stainless steel braided compressor discharge line.	0	0
2811160	S	Compression Brake, MX	0	0
2922040	S	PACCAR Fuel Filter/Water Separator, Unheated With water in fuel (WIF) sensor. In addition to the fuel filter supplied with the engine.	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 587: 1330 sq in, 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 384/386: 1301 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 320: 1242 sq in.	0	0
3213500	S	(1) 15in Painted Air Cleaner Cowl Mtd, Painted Cap Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake. Stainless steel air cleaner straps, brackets, & fasteners provide a durable bright finish.	0	0
3365040	S	Exhaust Single RH Side Of Cab DPF/SCR RH under cab. Includes cab entry RH under cab and full round stainless steel exhaust guard.	0	0
3387870	S	24in Ht, 5in Dia Chrome, Clear Coat Standpipe(s)	0	0

Transmission & Equipment

4040760	S	Fuller FRO16210C 10-Speed Includes oil-to-water cooler and internal pump, direct shift pattern, 15.5in Ceramic 7-Spring Easy Pedal/3600# plate/1650 torque clutch. Synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake. Forward Ratios: 1st-12.69, 2nd-9.29, 9th-1.00, 10th-0.74 / Reverse Ratios: L-13.75, H-2.80	0	0
4210170	O	1810 HD Driveline, Without Midship Bearing 4.5in x .180 wall tubing	-92	0
4216590	O	1710 Driveline Interaxle, Tandem Rear Axles	-108	0
4256100	S	Manual Shifter, Black	0	0

Air & Trailer Equipment

4510750	S	Bendix AD-IS Air Dryer with Heater An integrated system air dryer that incorporates the functions of the air dryer, purge reservoir (which increases the drying capacity), wet air tank, pressure relief valve, single check valves, and pressure protection valve for air susp and other air accessories. Includes easy-to-service spin-on dessicant cartridge.	0	0
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Data	Code	Description	\$ List	Weight
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4612800	S	Trailer Hand Valve	0	0
4614810	S	A&E Connections BOC/BOS with Hose Tenna	0	0
Tires & Wheels				
5056830	O	FF: MN 14ply 11R22.5 X Line Energy Z	285	8
5156830	O	RR: MN 14ply 11R22.5 X Line Energy Z	1,140	32
5190008	O	Code-rear Tire Qty 08	0	0
5210620	S	FF: Accur Stl Armor 50408PK 22.5X8.25 PHP10-2 hand holes	0	0
5310620	S	RR: Accur Steel Armor 50408PK 22.5X8.25 PHP10-2 hand holes	0	0
5390008	O	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5552040	O	26in Aluminum 50 Gal Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	0	-2
5556040	O	26in Aluminum 50 Gal Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	0	-2
5603050	O	Location RH BOC 50 Gallon	0	0
5604050	O	Location LH BOC 50 Gallon	0	0
5652890	O	DEF Tank Mounted LH BOC Models 210, 220 and 320 mounted LH cab fender.	0	0
5652990	O	Standard DEF To Fuel Ratio 2:1 Or Greater	0	0
5655019	S	DEF Tank Small	0	0
Battery Box & Bumper				
6010030	S	Aluminum Battery Box LH Under Cab, Non-Slip Step Includes diamond pattern block shaped cover in traditional/vocational models and a smooth finish tapered cover on aerodynamic models.	0	0

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Data	Code	Description	\$ List	Weight
6040550	S	Aftertreatment RH U/C Alum Non-Slip Cab Entry Step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box will be aerodynamic.	0	0
6111130	O	Aluminum Bumper Deep Tapered Polished With two tow pins.	404	-20
Cab & Equipment				
6510140	S	Alum Cab 123in BBC Alum Hood SFFA fenders w/polished crown, spring tilt assist. Proprietary anti-blow-down locking mechanism that keeps hood open during servicing & prevents unintentional closing. Hood latch each side secures hood to cowl. Proprietary all-alum cab is light weight & durable for long service life. One-piece roof reduces potential for leaks. Two-piece windshield for cost effective windshield replacement. Lap seam construction & aircraft fasteners has greater clamp load than rivets. Bulkhead style doors provide virtually water-tight, rattle-free performance. Extruded alum door frames for strength & durability. Full length, heavy-duty piano-type stainless steel door hinges & pins provide durability. View window in RH door for safety. Electric windshield wipers & washers w/intermittent wiper function. Grab handles mtd on cab LH & RH for cab access. Convex mirror over RH door & below each rear view mirror for improved visibility & safety.	0	0
6911700	S	Peterbilt UltraRide Driver Seat	0	0
6921700	S	Peterbilt UltraRide Passenger Seat	0	0
6939400	S	Air Ride Driver	0	0
6939420	S	High Back Driver	0	0
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939520	S	High Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7000005	S	Fixed Steering Column Required and only available with Stability Control Systems on Model 348.	0	0
7001620	S	Steering Wheel with Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7039050	S	ProBilt Interior - Arctic Gray Includes rugged charcoal instrument panels, gray dash with glare-resistant, charcoal soft-touch upper, dark gray hard trim, black bezels on gauges, cigar lighter and ashtray with power port, monochromatic dark gray durable doorpads with map pocket on driver's side, dark gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted domelight, driver and passenger dome/reading lights, footwell lighting, integrated "dead pedal", (5) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, cup holder and map bin in dash.	0	0
7210540	S	Day Cab Rear Window	0	0

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Data	Code	Description	\$ List	Weight
7230060	S	One Piece Curved Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7510010	S	Stainless Steel Mirrors 7x16 Right Click on Option to See Picture in Product Portfolio.	0	0
7560850	S	(2) Convex 8 Inch SS Mirror Center mounted under mirror bracket. If rear view mirrors are heated, the convex mirrors will be heated. Option includes dual door stops.	0	0
7610470	S	(1) Air Horn 24.5in Chrome - Round w/Horn Shield	0	0
7725720	S	No Head Unit or Audio Speakers Selected	0	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.. SmartLINQ is standard with MX-13 engines and available on the models 587,579,567,389,367 and 365.	0	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
8021380	S	Air Restriction Indicator Mounted on air cleaner or intake piping.	0	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with tripodometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights w/audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0	0
8111140	S	Headlights Projector Module Pod Integral Turn Signals	0	0
8120980	S	(5) Marker Lights, Aero LED Light Emitting Diodes	0	0

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.

Printed:	8/30/2016 11:32:54 AM	Complete	Model Number:	Model 389
Effective Date:	Jul 1, 2016		Quote/DTPO/CO:	Q83004066
Prepared by:	Administrator		Version Number:	33.10



Data	Code	Description	\$ List	Weight
Paint				
8500710	O	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood	0	0
		Base Coat/Clear Coat		
		N85020 A - L0006EY WHITE - Stand		
		N85400 HOOD TOP L0006EY WHITE - Stand		
		N85500 CAB ROOF L0006EY WHITE - Stand		
		N85200 FRAME N0001EA BLACK		
		N85300 FENDER L0006EY WHITE - Stand		
		N85720 SK FAIRINGS L0006EY WHITE - Stand		
Options Not Subject To Discount				
9408904	O	Heavy Duty Emissions Surcharge	0	0
Miscellaneous				
9409000	O	Day Cab / ProBilt Interior (DB)	0	0
Total Adjusted Price (W/O Freight & Warranty & Surcharges)			\$175,280	
Freight Charge			\$2,125	
Options Not Subject to Discount			\$0	
Surcharges Not subject to Discount			\$0	
Total Weight				15032

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.			
Dimensional and performance data for unpublished options may vary from that displayed in PROSPECTOR.			
Printed:	8/30/2016 11:32:54 AM	Complete	Model Number: Model 389
Effective Date:	Jul 1, 2016		Quote/DTPO/CO: Q83004066
Prepared by:	Administrator		Version Number: 33.10

Vendor Contract Information

[Back](#)

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors

Rush Truck Centers of Texas, LP[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

[Search by Vendor](#)

[Browse Contracts](#)

Additional Resources

Vendor Name: Rush Truck Centers of Texas, LP

Address: 555 I.H. 35 South

New Braunfels, TX 78130

Phone Number: (830) 302-5254

Email: neubauerd@rushenterprises.com

Website: <http://www.rushtruckcenters.com>

Federal ID: 74-2788284

Contact: Drew Neubauer

Accepts RFQs: Yes

Minority Owned: No

Women Owned: No

Service-Disabled Veteran Owned: No

EDGAR: Yes

Contract Name: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

Contract Description: Compact, mid-size and full size sedans; crossover; sport utility; midsize/full-size/heavy duty pickup; passenger/cargo van; law enforcement vehicles/motorcycles; cab/chassis; heavy duty trucks/tractors; program vehicles; repair parts/service

Contract#: 521-16

Effective Date: 12/01/2016

Expiration Date: 11/30/2019

Service Fee: Vehicles purchase orders are subject to a \$400 service fee

Payment Terms: Net 30 days

Delivery Days: 90

Shipping Terms: Pre-paid and added to invoice

Freight Terms: FOB Destination

Ship Via: Common Carrier

Region Served: All Texas Regions

States Served: All States

Contract Exceptions: The term "program vehicle" refers to a factory owned vehicle that has been used for demonstration and test drive purposes throughout the year the vehicle was released and is considered a used vehicle. Program vehicles do not maintain the Manufacturers Certificate of Origin (MCO) as that only applies new vehicles. Program vehicles also include vehicles purchased from car rental agencies, again considered used vehicles, and are usually one year-old lease returns with a years' worth of mileage (maximum of 25,000 miles).

Additional Info: NOTE: As per the specifications for BuyBoard Proposal 521-16, and except for delivery fees as explained below, all vehicle fees (i.e. pre-deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the base price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a vehicle fee and is not included in the base pricing. Only those vendors whose awarded pricing is stated on the BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information has been communicated to Cooperative members. EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) is included in the Vendor response document, and can be found in the Vendor Proposal File link near the bottom of the page.

Quote Reference Number: 521-16

Return Policy: 14 day return policy on parts only

Additional Dealers: See Additional Dealers/Distributors link for dealer list.

Contract Documents

EDGAR Notice: [Click to view EDGAR Notice](#)

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)

AI -59637

12.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Jaime Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

A.) Approval of Letter to Honorable Congressman Michael McCaul in reference to clarification on the County of Hidalgo Texas position regarding a border wall.

B.) Approval of Resolution in Opposition to the Construction of Border Walls in Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

DHS Letter

Resolution

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Jaime Salazar		Started On: 04/28/2017 01:33 PM
Final Approval Date: 04/28/2017		



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

May 02, 2017

Hon. Congressman Michael McCaul
Chairman of Homeland Security
Attn: John F. Kelly
Secretary of Homeland Security
Attn: Texas Delegation

RE: Clarification on the County of Hidalgo Texas position regarding a border wall

Hon. Congressman McCaul:

A letter sent on behalf of the Hidalgo County Drainage District Board of Directors, which I chair, on February 21, 2017, was not meant to be an endorsement of any sort of border barrier or Border Wall to be constructed along the Texas-Mexico border. At that time, the directors and I felt that if the federal government was going to build a barrier, then some good should come out of it, so we proposed shoring up our levees in lieu of a wall or fence.

Since then, the Board has heard from constituents who have urged us to take a stronger stance on the issue. Therefore, please accept this clarification to the February 21 letter:

- The Hidalgo County Drainage District #1 Board of Directors are adamantly against the construction of a barrier or border wall along the U.S.-Mexico border – including levee-border walls – and believes the logic behind the plan to be dangerously flawed and ill informed.

Most everyone who lives or works along the U.S. Mexico border understands that President Trump's \$21 billion wall will have little impact on illegal immigration while hurting our relationship with Mexico, which is Texas' largest trading partner; taking away or breaking up privately owned land, much of which has been owned by families for generations; taking away access to the river for irrigated farmland, and drinking water for cattle and wildlife; and harming the habitat for migrating wildlife and endangered species.

Again, we want to make our position as the Hidalgo County Drainage District #1 Board of Directors perfectly clear that we are against any barrier or wall along the U.S.-Mexico border in Texas. We were pleased to learn that initial funding for the Border Wall was removed from the proposed budget. Since the Border Wall is now off the table, please



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

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Board Member

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Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

HON. CONGRESSMAN MICHAEL MCCAUL

05-02-17

PAGE 2

consider reinstating funding for much-needed social service programs that benefit the poorest in our county, including U.S. veterans, the elderly, and working-poor families.

Sincerely,

Hon. Ramon Garcia
Hidalgo County Judge and
Chairman of the Drainage District #1 Board of Directors

Cc:

Hon. Senator John Cornyn ~ of Texas (R)

Hon. Senator Ted Cruz ~ of Texas (R)

Hon. Congressman Henry Cuellar ~ 28th District of Texas (D)

Hon. Congressman Vicente Gonzalez ~ 15th District of Texas (D)

Hon. Congressman Filemon Vela ~ 34th District of Texas (D)

Hon. Speaker Paul Ryan ~ Wisconsin's 1st Congressional District (R)

Hon. Chairman Kevin Brady ~ Texas's 8th Congressional District (R)

Hon. Greg Abbott ~ Governor of Texas (R)

Hon. Dan Patrick ~ Lt. Governor of Texas (R)

**RESOLUTION IN OPPOSITION TO THE CONSTRUCTION OF BORDER WALLS IN
HIDALGO COUNTY, TEXAS**

WHEREAS, the overwhelming majority of Hidalgo County residents adamantly oppose border walls; and

WHEREAS, the billions of dollars that have been requested for new border walls could be better spent on improved infrastructure, social service programs, and other needs in Hidalgo County; and

WHEREAS, proposed levee-border walls in Hidalgo County would run through Santa Ana National Wildlife Refuge and Bentsen Rio Grande Valley State Park, natural areas which are important for native wildlife and are the centerpieces of the Hidalgo County's burgeoning ecotourism industry; and

WHEREAS, proposed levee-border walls in Hidalgo County would repeatedly cut through the Lower Rio Grande Valley National Wildlife Refuge, fragmenting habitat that is critical to the continued survival of endangered ocelots in South Texas; and

WHEREAS, the location of the proposed border wall would cut off large swaths of land and divide privately-owned property, much of which has been owned by families for generations; and

WHEREAS, trade with our Mexican neighbors substantially contributes to the economy in Hidalgo County; and

WHEREAS, the communities in Hidalgo County consistently rank among the safest in the United States.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Drainage District Board of Directors expresses its opposition to any border walls built in our County because they would not make us safer but would detract from the economic well-being of the County and from the quality of life of our residents.

Approved this 2nd day of May, 2017.

AI -59642

13.

DRAINAGE DISTRICT

Meeting Date: 05/02/2017

Submitted For: Jaime Salazar

Submitted By: Moises Salazar, DRAINAGE DISTRICT

Department: DRAINAGE DISTRICT

Information

CAPTION

Requesting approval of the following Work Authorizations as submitted by Millennium Engineering Group, Inc. related to the awarded professional agreement Number C-HCDD1-17-001-01-10 for the provision of Construction Materials Testing Services for:

- A) Work Authorization No. 1 - Mercedes Lateral Flood Pumps project in the amount of \$21,704.50.
- B) Work Authorization No. 2 - East Donna Drain Flood Pumps project in the amount of \$26,550.75.
- C) Work Authorization No. 3 - South Mercedes Drain Flood Pumps project in the amount of \$22,409.25.

BACKGROUND

PO will be issued upon compliance to HB1295

Fiscal Impact

Attachments

- WA#1 -Mercedes Lateral -CMT -MEG
 - WA#2 -East Donna Drain -CMT -MEG
 - WA#3 -South Mercedes Drain -CMT -MEG
-

Form Review

Inbox	Reviewed By	Date
Final Approval	Monica Badillo	04/28/2017 05:11 PM
Form Started By: Moises Salazar		Started On: 04/28/2017 02:13 PM
Final Approval Date: 04/28/2017		

Work Authorization Form

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-HCDD1-17-001-01-10**

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 DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Director's**, hereinafter called the "**Owner**," and, Millennium Engineers Group, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide construction materials testing for the Mercedes Lateral Flood Pumps.

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 **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$21,704.50. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the Laboratory 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. 1 shall be funded through funding source:

Account No. - - - - -

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

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 Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 1.

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.


By: Andres Palma, P.E., Manager

**HIDALGO COUNTY DRAINAGE
DISTRICT No. 1**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Drainage District No. 1 Projects, “ON A AS NEEDED BASIS” and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER’S and respective Party’s meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER’S and respective Party’s pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

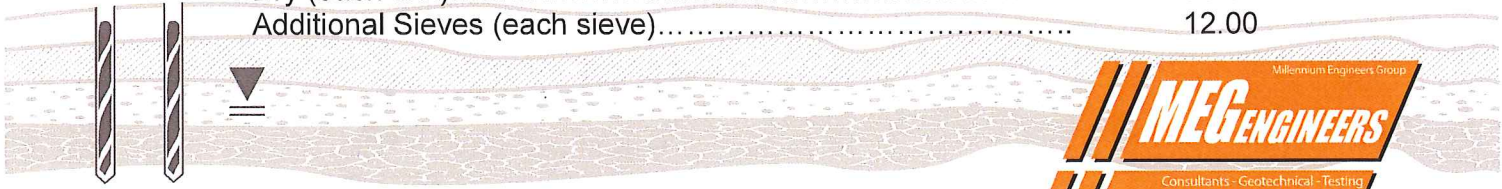
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour).....	\$50.00
Atterberg Limits (each test).....	70.00
Sieve Analysis	
Dry through No. 40 (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	45.00
Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test)	85.00
pH (each test).....	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test)	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour).....	\$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00





Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

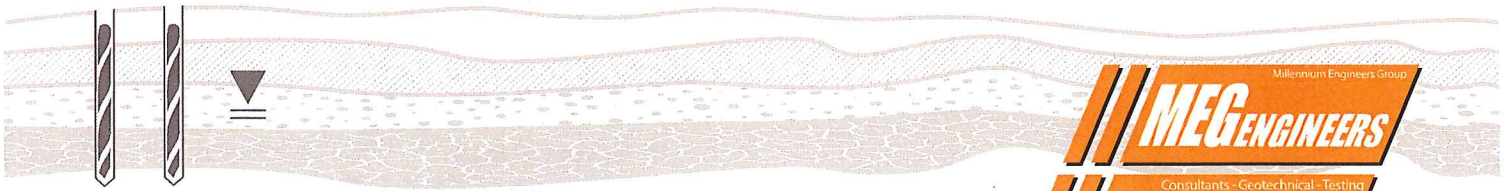
Material Preparation Time (per hour).....	\$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour).....	\$59.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00





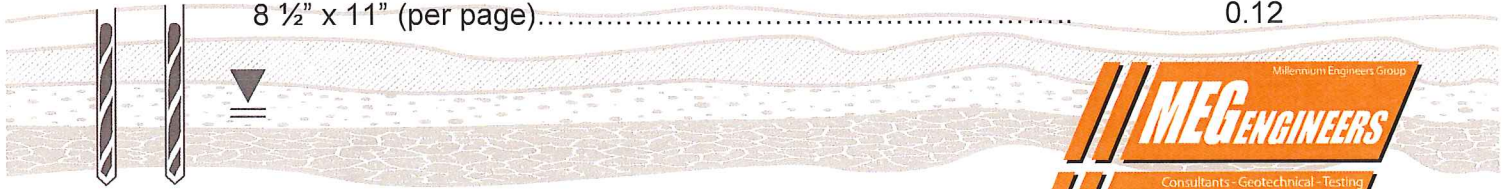
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	59.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$50.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs).....	59.00
Senior Engineering Technician (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12





8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

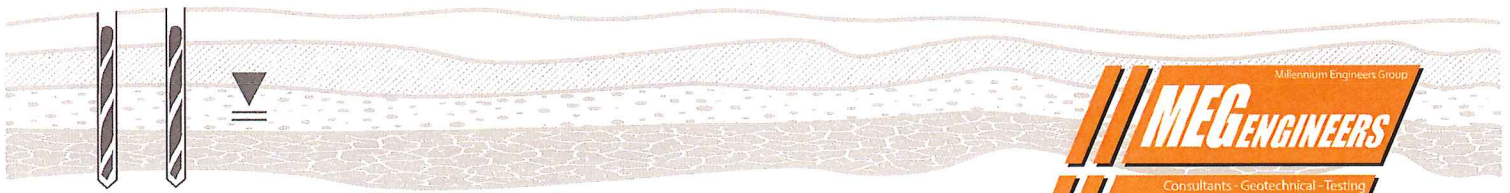


EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

“Proposal”



**Construction Materials Testing Proposal
Mercedes Lateral Flood Pumps**

SOILS SECTION

Task: Subgrade and Backfill Samples (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Percent Passing No. 200 Sieve (each)	1	45.00	45.00
Vehicle trip charge (each)	0.5	37.00	18.50
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	578.50
Sub-Total (per task)	5	578.50	2,892.50

Task: Flexible Base Sample at Roadway (Per Sample, 1 sample estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	606.25
Sub-Total (per task)	1	606.25	606.25

Task: Subgrade density testing at Structure (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Backfill density testing at Levee (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	8	45.00	360.00
Nuclear density test (each)	15	22.00	330.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	881.25
Sub-Total (per task)*	5	881.25	4,406.25



Task: Subgrade density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Flexible Base density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	1	370.50	370.50

SOILS Section Total

9,016.50

CONCRETE SECTION

Task: Concrete testing at Structure (Per Pour, 16 pours estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	6	50.00	300.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	37.00	74.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	115.00	115.00
Project Management (hourly)	0.5	70.00	35.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per pour)	1	-	743.00
Sub-Total (per task)	16	793.00	12,688.00

Concrete Section Total

12,688.00

Total Estimated Cost

\$21,704.50

Work Authorization Form

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
Professional Construction Material Testing Laboratory Services
Agreement #C-HCDD1-17-001-01-10**

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 DRAINAGE DISTRICT NO 1**, action herein by and through the **Board of Director's**, hereinafter called the "**Owner**," and, Millennium Engineers Group, Inc. professional Laboratory's of Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide construction materials testing for the East Donna Drain Flood Pumps

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 **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$26,550.75. 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 Laboratory 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. 2 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

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 Drainage District No 1, General Manager, Raul E. Segin, PE, CFM, as to content and detail of this Work Authorization No. 2.

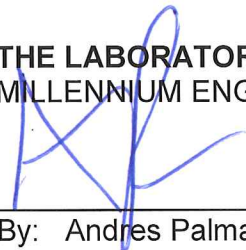
**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Segin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of ____ day of _____, 2017.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.


By: _____
Andres Palma, P.E., Manager

**HIDALGO COUNTY DRAINAGE
DISTRICT No. 1**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Drainage District No. 1 Projects, **“ON A AS NEEDED BASIS”** and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER’S and respective Party’s meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER’S and respective Party’s pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT B

-Scope of Services to be provided by the Laboratory



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

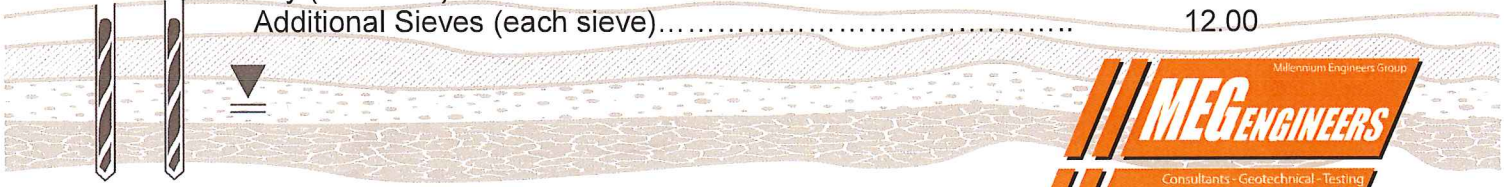
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour).....	\$50.00
Atterberg Limits (each test).....	70.00
Sieve Analysis	
Dry through No. 40 (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	45.00
Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test)	85.00
pH (each test).....	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test)	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour).....	\$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00





Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

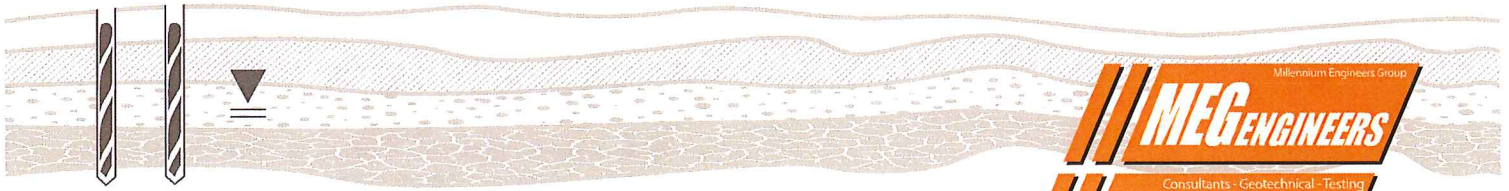
Material Preparation Time (per hour).....	\$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour).....	\$59.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00





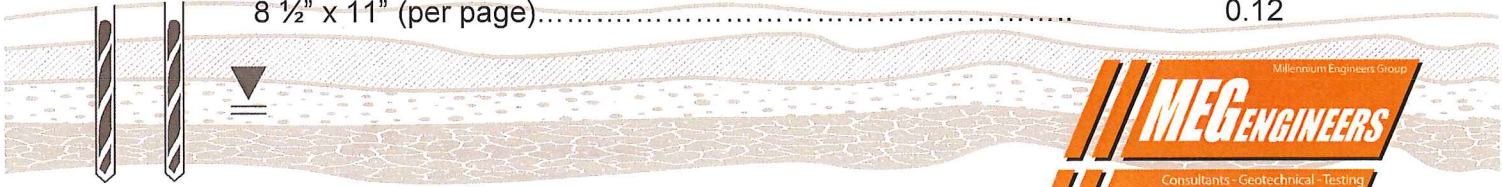
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	59.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$50.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs).....	59.00
Senior Engineering Technician (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12





8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

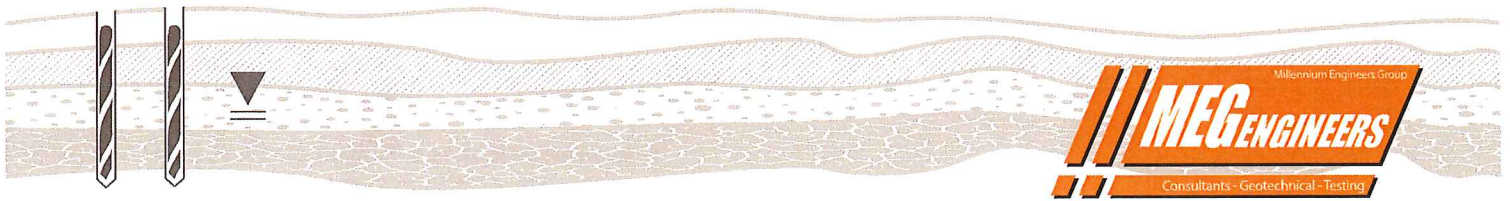


EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

“Proposal”



**Construction Materials Testing Proposal
East Donna Drain Flood Pumps**

SOILS SECTION

Task: Subgrade and Backfill Samples (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Percent Passing No. 200 Sieve (each)	1	45.00	45.00
Vehicle trip charge (each)	0.5	37.00	18.50
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	578.50
Sub-Total (per task)	5	578.50	2,892.50

Task: Flexible Base Sample at Roadway (Per Sample, 1 sample estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	606.25
Sub-Total (per task)	1	606.25	606.25

Task: Subgrade density testing at Structure (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Backfill density testing at Levee (Per Trip, 6 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	8	45.00	360.00
Nuclear density test (each)	15	22.00	330.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	881.25
Sub-Total (per task)*	6	881.25	5,287.50



Task: Subgrade density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Flexible Base density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	1	370.50	370.50

SOILS Section Total

9,897.75

CONCRETE SECTION

Task: Concrete testing at Structure (Per Pour, 21 concrete pours estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	6	50.00	300.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	37.00	74.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	115.00	115.00
Project Management (hourly)	0.5	70.00	35.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per pour)	1	-	743.00
Sub-Total (per task)	21	793.00	16,653.00

Concrete Section Total

16,653.00

Total Estimated Cost

\$26,550.75

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 Drainage District No 1, General Manager, Raul E. Sesin, PE, CFM, as to content and detail of this Work Authorization No. 3.

**HIDALGO COUNTY DRAINAGE DISTRICT NO 1
General Manager**

BY: _____
Raul E. Sesin, PE, CFM

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Drainage District No 1 Board of Directors Court on _____ as indicated below and effective as of _____ day of _____, 2017.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.


By: Andres Palma, P.E., Manager

**HIDALGO COUNTY DRAINAGE
DISTRICT No. 1**

Ramon Garcia
CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Drainage District No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.

- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- (1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- (2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
- (3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- (4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
- (5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- (6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.



EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

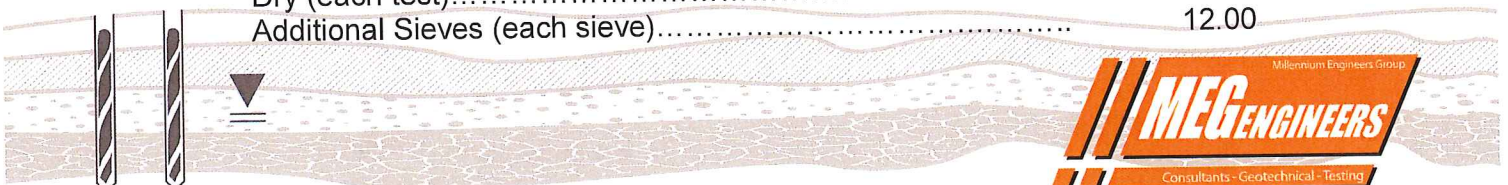
For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

SOILS AND AGGREGATE SECTION

Material Preparation Time (per hour).....	\$50.00
Atterberg Limits (each test).....	70.00
Sieve Analysis	
Dry through No. 40 (each test).....	55.00
Additional Sieves (each sieve).....	12.00
Percent Passing No. 200 Sieve (each test).....	45.00
Moisture Density Relationship	
Standard Proctor (each test).....	200.00
Modified Proctor (each test).....	215.00
TxDOT Proctor (each test).....	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (min. 3, each test).....	28.00
Depth Test (each test).....	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method - (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point).....	75.00
California Bearing Ratio (each test).....	750.00
Additional Specimens (each specimen).....	175.00
Small Moisture Content of Aggregates and Base (each test).....	13.00
Large Moisture Content of Aggregates and Base (each test).....	35.00
Linear Shrinkage (each test)	85.00
pH (each test).....	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test).....	75.00
Unit Weight (each test).....	45.00
Soundness (each test)	500.00
Sulfate Content (each test).....	80.00
Hydrometer (each test).....	275.00

BITUMINOUS SECTION

Material Preparation Time (per hour).....	\$55.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test).....	55.00
Additional Sieves (each sieve).....	12.00





Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test).....	250.00
Asphalt Cores (each core).....	60.00
Asphalt Core Density (each core).....	40.00
Thickness of Cores (each core).....	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test).....	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test).....	105.00
Coring Rig (per day).....	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test).....	45.00
Molding Specimens (per set).....	60.00

CONCRETE SECTION

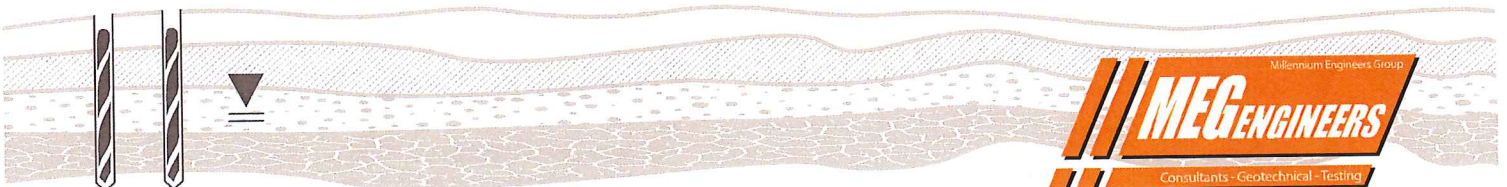
Material Preparation Time (per hour).....	\$55.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test).....	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test).....	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder).....	16.00
Strip & Hold Cylinder (each cylinder).....	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam).....	40.00
Strip & Hold Beam (each beam).....	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.).....	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core).....	25.00
Thickness of Cores (each core).....	15.00
Coring Rig (per day).....	95.00
Portland Cement Concrete Design or other services	By Quote

MASONRY SECTION

Material Preparation Time (per hour).....	\$59.00
Grout Prism (each prism).....	24.00
Mortar Prism (each prism).....	24.00

SOIL EXPLORATION AND GEOTECHNICAL SERVICES

Drilled Borings	
In Soil, 0 – 50 feet (per foot).....	\$19.00
In Soil, 50 – 100 feet (per foot).....	22.50
In Rock	By Quote
Non-Conventional Drilling.....	By Quote
Standard Penetration Test (each test).....	12.00





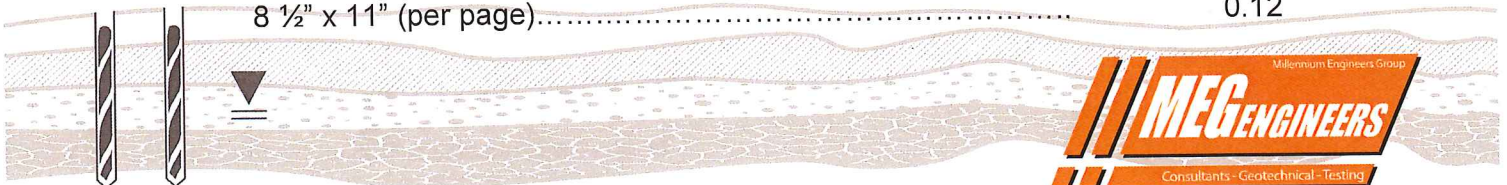
Texas Cone Penetration Test (each test).....	20.00
Shelby Tube Sampling (each test).....	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)...	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile).....	0.80
Standby Time, Rig plus 2 man crew (per hour).....	200.00
Well Installation.....	By Quote
Technician To Log Soil Test Boring (per hour).....	59.00
Field Coordination	
Field Engineer (per hour).....	115.00
Utility Clearance (per hour).....	70.00
Flagman (per hour).....	59.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test).....	45.00
Moisture Content (each test).....	13.00
Grout Backfill (per foot).....	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core).....	100.00
Concrete/Asphalt Patch (per location).....	75.00

TECHNICIAN SERVICES

Soil Engineering Technician (per hour) (Min. 2 Hrs).....	\$50.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs).....	55.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs).....	59.00
Senior Engineering Technician (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour).....	59.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour).....	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs).....	90.00

OTHER SERVICES

Vehicle Trip Charge (per trip) (within 25 miles of office).....	\$40.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	56.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 1/2" x 11" (per page).....	0.12





8 1/2" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

PROFESSIONAL SERVICES

Principal Engineer (per hour).....	\$165.00
Project Engineer (per hour).....	125.00
Staff Engineer (per hour).....	110.00

PROJECT MANAGEMENT AND COORDINATION OF SERVICES PROVIDED

Applied to each invoice of net services provided	
Project Management (per hour).....	\$75.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every two reports.

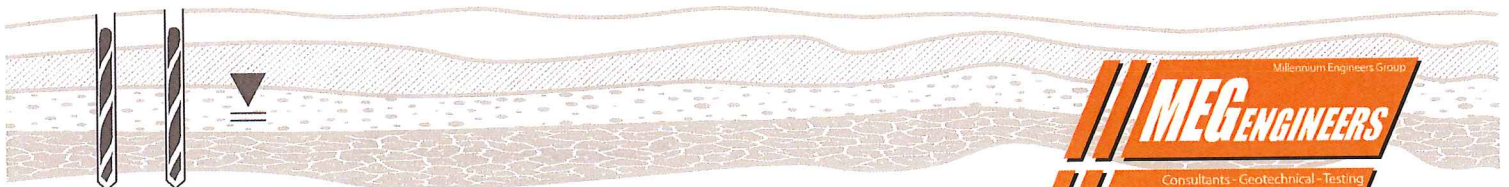


EXHIBIT D

“Proposal”



Construction Materials Testing Proposal South Mercedes Drain Flood Pumps

☒ SOILS SECTION

Task: Subgrade and Backfill Samples (Per Sample, 5 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Percent Passing No. 200 Sieve (each)	1	45.00	45.00
Vehicle trip charge (each)	0.5	37.00	18.50
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	578.50
Sub-Total (per task)	5	578.50	2,892.50

Task: Flexible Base Sample at Roadway (Per Sample, 1 sample estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2	45.00	90.00
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per sample)	1	-	606.25
Sub-Total (per task)	1	606.25	606.25

Task: Subgrade density testing at Structure (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Backfill density testing at Levee (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	8	45.00	360.00
Nuclear density test (each)	15	22.00	330.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	881.25
Sub-Total (per task)*	4	881.25	3,525.00



Task: Subgrade density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)*	1	370.50	370.50

Task: Flexible Base density testing at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	1	370.50	370.50

SOILS Section Total

8,135.25

CONCRETE SECTION

Task: Concrete testing at Structure (Per Pour, 18 pours estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	6	50.00	300.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	37.00	74.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	115.00	115.00
Project Management (hourly)	0.5	70.00	35.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per pour)	1	-	743.00
Sub-Total (per task)	18	793.00	14,274.00

Concrete Section Total

14,274.00

Total Estimated Cost

\$22,409.25