

**AI-23306**

**2.A.**

**Line Item Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Dora Gutierrez, COUNTY COURT #1  
Submitted For: Judge Rudy Gonzalez  
Department: COUNTY COURT #1  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - County Court at Law #1 (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-021-001-0-XX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
583-->640 - \$ 400.00; Funding available as of 10/01/10.

---

Attachments

Link: [Line Item Transfer](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 03:03 PM	APRV
2	Norma Silva	Norma Silva	10/01/2010 03:52 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Dora Gutierrez Started On: 10/01/2010 02:59 PM

Final Approval Date: 10/01/2010

---

## INTRA-DEPARTMENTAL TRANSFER

DATE: October 4, 2010

DEPARTMENT HEAD: JUDGE RUDY GONZALEZ

DEPARTMENT NAME: COUNTY COURT AT LAW #1

ACCOUNT NUMBER: 0-1100-412-00-021-001-0

CONTACT PERSON: DORA GUTIERREZ PHONE: 956.318.2375

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
583	TRAVEL OUT OF COUNTY	640	REFERENCE MATERIALS	\$ 400.00
<b>TOTAL</b>				<b>\$ 400.00</b>

**REASON: COURT NEEDS ADDITIONAL FUNDS TO COVER ADDITIONAL EXPENSES.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

# **INTRA-DEPARTMENTAL TRANSFER**

**AI-23311**

**2.B.**

**Intradepartmental Transfer (Co Wide Adm)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Perla Lopez, BUDGET & MANAGEMENT  
Submitted For: Sergio Cruz  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Co. Wide Adm. (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
899 - -> 339 = \$4,000.00

Available funds pending intradepartmental transfer, refer to AI-23312.

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 04:21 PM	APRV
2	JC Carreon	JC Carreon	10/01/2010 04:37 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Perla Lopez Started On: 10/01/2010 04:01 PM  
Final Approval Date: 10/01/2010

---



**AI-23309**

**2.C.**

**transfer of funds - Tx AgriLife Extension**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Monica Badillo, EXECUTIVE OFFICE  
 Department: EXECUTIVE OFFICE  
 Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - Texas AgriLife Extension (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010                      ACCT. #: 0-1100-461-00-380-001-0-XXX  
 FUNDS AVAILABLE Y/N?: y              MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available account balance as of 10-01-10

**Attachments**

Link: [TRANSFER](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 04:16 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 04:53 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Monica Badillo                      Started On: 10/01/2010 03:50 PM

Final Approval Date: 10/01/2010



**AI-23217**

**2.D.**

**Line Item Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.  
Submitted For: Juan Martinez  
Department: FIRE MARSHAL'S DEPT.  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Fire Marshal (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 10/01/2010

---

Attachments

Link: [LIT.100510](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/27/2010 03:32 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 10:53 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Yolanda Orozco  
Started On: 09/27/2010 11:40 AM

Final Approval Date: 10/01/2010

---



**AI-23281**

**2.E.**

**Line item**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Nielda Cavazos, PURCHASING DEPT.  
Submitted For: Nielda Cavazos  
Department: PURCHASING DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

---

**Information**

**CAPTION**

2010 - Purchasing (1100)

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 9-30-10

---

**Attachments**

Link: [LIT](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Ivan Cantu	09/30/2010 02:03 PM	APRV
2	JC Carreon	JC Carreon	09/30/2010 02:47 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/30/2010 11:34 AM  
Final Approval Date: 10/01/2010

---

**AI-23236**

**2.F.**

**Line Item**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Nielda Cavazos, PURCHASING DEPT.  
 Submitted For: Nielda Cavazos  
 Department: PURCHASING DEPT.  
 Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

2010 - Purchasing (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-18-160-001-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 funds available as of 09/29/2010  
 601-->855 \$ 50.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Sylvia Solis	09/29/2010 10:10 AM	APRV
2	Ana Galvan	Anna Galvan	09/29/2010 02:51 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/29/2010 10:05 AM  
 Final Approval Date: 10/01/2010



WIC

CC CONSENT

Date: 10/05/2010  
 Submitted By: Margarita Gonzalez, WIC  
 Department: WIC  
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - WIC (1292)

BACKGROUND

0.1292.441.00.350.001.0  
 Line Item Transfer

Fiscal Impact

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Funds available as of 10/01/10.

FISCAL YEAR: 2010 ACCT. #: 0.1292.441.00.350.001.0.XX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 10/01/10.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 11:38 AM	APRV
2	Ana Galvan	Anna Galvan	09/29/2010 03:38 PM	APRV
3	Norma Silva	Norma Silva	09/29/2010 04:30 PM	APRV
4	Auditor's Office		10/01/2010 11:18 AM	PEND
5	Norma Silva	Norma Silva	10/01/2010 11:18 AM	APRV
Form Started By: Margarita Gonzalez			Started On: 09/29/2010 09:59 AM	
Final Approval Date: 10/01/2010				

DATE: September 29, 2010

WIC DIRECTOR: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM

ACCOUNT NUMBER: 0.1292.441.00.350.001.0 WIC

SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NUMBER	ACCOUNT NAME	
0.1292.441.00.350.001.0	583 Out of County Travel	0.1292.441.00.350.001.0.	601 Office & Computer Supplies	4,000.00
0.1292.441.00.350.001.0	540 Advertising	0.1292.441.00.350.001.0.	601 Office & Computer Supplies	1,000.00
0.1292.441.00.350.001.0	665 Minor Computer Equip	0.1292.441.00.350.001.0	581 In County Travel	2,000.00
0.1292.441.00.350.001.0	534 Internet	0.1292.441.00.350.001.0	421 Disposal	1,000.00
0.1292.441.00.350.001.0	431 Repair & Maint. Bldgs. & Other Structures	0.1292.441.00.350.001.0	439 Repair& Maintenance Service	1,350.00
				9,350.00

Reason: To cover cost that need to be encumber with the FY 2010 Grant.

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Attest County Clerk

AI-23282

2.H.

**2010 - HIDALGO COUNTY CLERK (1100)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Rene Perez, COUNTY CLERK  
Submitted For: Annette Muniz  
Department: COUNTY CLERK  
Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

2010 - County Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #: 0-1100-415-40-180-001-0-6XX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 601 to 743 in the amount of \$3,277.75. Funding available for transfer as of 10-1-10.

FISCAL YEAR: ACCT. #: 0-1100-415-40-180-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From 601 to 619, 613 & 607 in the amounts of \$1,400.00, \$125.00 & \$85.00 (rspectively). Funding is available for transfer as of 10/1/10.

Attachments

Link: LIT (Program 001)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/30/2010 02:04 PM	APRV
2	Ana Galvan	Angela Garcia	10/01/2010 10:10 AM	APRV
3	Dale Kennan	Dale Kennan	10/01/2010 10:59 AM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Rene Perez			Started On: 09/30/2010 11:46 AM	
Final Approval Date: 10/01/2010				



**AI-23301**

**2.I.**

**records archive transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Angela Garcia, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - County Clerk (1100)

BACKGROUND

---

Fiscal Impact

---

Attachments

---

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	10/01/2010 01:57 PM	APRV
2	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Angela Garcia  
Started On: 10/01/2010 01:57 PM  
Final Approval Date: 10/01/2010

---



**AI-23269**

**2.J.**

**Intra Dept. Transfer 10.05.10**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Stephanie Palacios, DISTRICT CLERK  
Submitted For: Laura Hinojosa  
Department: DISTRICT CLERK  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

2010 - District Clerk (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-090-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 9-30-10

---

Attachments

Link: [LIT 10.5.10](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:17 AM	APRV
2	JC Carreon	JC Carreon	09/30/2010 02:34 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Stephanie Palacios  
Started On: 09/29/2010 05:00 PM  
Final Approval Date: 10/01/2010

---



**AI-23280**

**2.K.**

**Line Item Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.  
Submitted For: Eddie Olivarez  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

2010 - Health & Human Services Department (1293)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Please refer to AI-23298 for Funds

---

Attachments

Link: [LIT -002](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/30/2010 02:03 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 03:27 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Josie Escalante  
Started On: 09/30/2010 11:30 AM

Final Approval Date: 10/01/2010

---



**AI-23226**

**2.L.**

**Human Services Division (1100)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
Submitted For: Dairen Sarmiento  
Department: HEALTH & HUMAN SERVICES DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

2010 - Human Services Division (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-444-00-240-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
584-->607; \$ 350.00 funds available as of 09/29/2010

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/28/2010 02:35 PM	APRV
2	Ana Galvan	Anna Galvan	09/29/2010 01:42 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Dairen Sarmiento  
Started On: 09/28/2010 01:27 PM  
Final Approval Date: 10/01/2010

---

DATE: October 5, 2010

DEPARTMENT HEAD: Dairen Sarmiento

DEPARATMENT NAME: HUMAN SERVICES

ACCOUNT NUMBER: 0-1100-444-00-240-001-0-XXX

SUBJECT: BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code: Chapter 111, Subchapter C.:

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
584	Registration Fees	607	Household & Janitorial Supplies	\$ 350.00
TOTAL				<u>\$ 350.00</u>

Reason: Transfer is needed to purchase cleaning supplies for the office.

*Dairen Sarmiento*  
Department Head Signature

9/28/2010  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest County Clerk

**AI-23216**

**2.M.**

**389th District Court Line Item Transfer  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Luisa Pearson, 389TH DISTRICT COURT  
Submitted For: Luisa Pearson  
Department: 389TH DISTRICT COURT  
Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

2010 - 389th District Court (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-412-00-008-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
743-->661 - \$ 450.00; Funding available as of 9/29/10.

**Attachments**

Link: [389th Line Item Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/27/2010 03:31 PM	APRV
2	Norma Silva	Norma Silva	09/29/2010 03:17 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Luisa Pearson  
Started On: 09/27/2010 11:29 AM

Final Approval Date: 10/01/2010

## INTRA-DEPARTMENTAL TRANSFER

DATE: September 27, 2010

DEPARTMENT HEAD Judge Letty Lopez

DEPARTMENT NAME 389th District Court

ACCOUNT NUMBER 0-1100-412-00-008-001-0-XXX

CONTACT PERSON: Luisa Pearson PHONE: (956) 318-2080

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
743	Office Furniture & Equipment	661	Minor Office Furniture & equipment	\$ 450.00
<b>TOTAL</b>				<b>\$ 450.00</b>

REASON: Monies will be needed to cover expenditures that will be incurred for court office.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23221**  
**LINE ITEM 342**  
**CC CONSENT**

**2.N.**

**Date:** 10/05/2010  
**Submitted By:** Esther Cantu, 398TH DISTRICT COURT  
**Department:** 398TH DISTRICT COURT  
**Agenda Category:** 2010 Intradepartmental Transfers

---

**Information**

**CAPTION**

2010 - 398th District Court (1100)

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2010                      **ACCT. #:** 0-1100-412-00-009-001-0-XX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

529-->342 - \$ 200.00; Funding available as of 9/29/10.  
604-->342 - \$ 50.00; Funding available as of 9/29/10.

---

**Attachments**

Link: [LIT](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Ivan Cantu	09/27/2010 03:33 PM	APRV
2	Norma Silva	Norma Silva	09/29/2010 03:51 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Esther Cantu                      Started On: 09/27/2010 03:17 PM  
Final Approval Date: 10/01/2010

---

DATE: September 27, 2010

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 0-1100-412-00-009-001-0

**SUBJECT: Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	
0-1100-412-00-009-001-0-529	SURETY & NOTARY BONDS	0-1100-412-00-009-001-0-342	INFO & CREDIT SERVICES	\$ 200.00
0-1100-412-00-009-001-0-604	MEDICAL & LAB	0-1100-412-00-009-001-0-342	INFO & CREDIT SERVICES	\$ 50.00
<b>TOTAL</b>				<b>250</b>

**REASON:**  
ADDITIONAL MONIES NEEDED

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE September 27, 2010  
Date

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT DATE \_\_\_\_/\_\_\_\_/\_\_\_\_ ATTEST COUNTY CLERK

**Intradepartmental Transfer**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: SANDRA DELEON, COUNTY JUDGE  
 Submitted For: Tony Pena  
 Department: COUNTY JUDGE  
 Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-429-00-300-023-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 funds available as of 09/29/2010  
 441-->619 \$ 1,200.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 10:10 AM	APRV
2	Ana Galvan	Anna Galvan	09/29/2010 02:31 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: SANDRA DELEON			Started On: 09/29/2010 10:01 AM	
Final Approval Date: 10/01/2010				



**AI-23273**

**2.P.**

**Line Item Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Alma Ybarra, FACILITIES MANAGEMENT  
Submitted For: Alma Ybarra  
Department: FACILITIES MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

**Information**

**CAPTION**

2010 - Facilities Management(1100)

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-419-40-220-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 10-01-2010

---

**Attachments**

Link: [Transfer](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Sylvia Solis	09/30/2010 09:57 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 10:57 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Alma Ybarra Started On: 09/30/2010 09:25 AM

Final Approval Date: 10/01/2010

---

## BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

**DATE:** SEPTEMBER 30,2010

**DEPARTMENT HEAD:** DANIEL FLORES

**DEPARTMENT NAME:** FACILITIES MANAGEMENT DPT.

**ACCOUNT NUMBER:** 0-1100-419-40-220-001-0

**CONTACT PERSON:** DANIEL FLORES **PHONE:** 956-289-7850

**SUBJECT: Budget Intradepartmental Transfer**

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	
581	TRAVEL IN COUNTY	748	OTHER EQUIPMENT	2,945.00
<b>TOTAL</b>				<b>\$2,945.00</b>

REASON: FUNDS NEEDED TO PURCHASE A CONCRETE MIXER W/TOW BAR / TRAILER TO BE USED FOR COUNTY WIDE PROJECTS BY F.MGMT.

a O balance )

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23295**

**2.Q.**

**Intradepartmental transfer - DA Investigation HB65**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - DA Investigation HB65 (1223)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1223-412-00-080-007-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 10/01/10.

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 09:35 AM	APRV
2	JC Carreon	JC Carreon	10/01/2010 10:55 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Sylvia Solis Started On: 10/01/2010 09:33 AM

Final Approval Date: 10/01/2010

---



**AI-23253**

**2.R.**

**Line Item Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Myra Montoya, SHERIFF DEPT.  
Submitted For: Myra Montoya  
Department: SHERIFF DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

2010 - Sheriff's Office (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-280-001-0-  
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: Yes  
BUDGETARY IMPACT:

---

Attachments

Link: [Line Item Transfer](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/30/2010 08:15 AM	APRV
2	Budget & Management	Sylvia Solis	09/30/2010 08:17 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	10/01/2010 10:53 AM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Myra Montoya  
Started On: 09/29/2010 02:54 PM

Final Approval Date: 10/01/2010

---

**DATE:** 9/28/2010  
**DEPARTMENT HEAD:** SHERIFF GUADALUPE "LUPE" TREVINO  
**DEPARTMENT NAME:** SHERIFF'S OFFICE  
**ACCOUNT NUMBER:** 0-1100-421-00-280-001-0-  
**SUBJECT: Budget Line-Item Transfer (s)**

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
0-1100-421-00-280-001-0	339- OTHER PROFESSIONAL SERVICES	→	0-1100-421-00-280-001-0	331- PHYSICIAN SERVICES	\$15,000.00
0-1100-421-00-280-001-0	535- POSTAGE & EXPRESS MAIL CHARGES	→	0-1100-421-00-280-001-0	442- RENTAL OF EQUIPMENT & VEHICLES	\$500.00
0-1100-421-00-280-001-0	339- OTHER PROFESSIONAL SERVICES	→	0-1100-421-00-280-001-0	540- ADVERTISEMENT	\$2,000.00
0-1100-421-00-280-001-0-	613- SAFETY SUPPLIES	→	0-1100-421-00-280-001-0-	601- OFFICE SUPPLIES	\$1,500.00
0-1100-421-00-280-001-0-	611- POLICE SUPPLIES		0-1100-421-00-280-001-0	679- OTHER R & M SUPPLIES	\$3,500.00
<b>TOTAL</b>					<b>\$22,500.00</b>

**REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE REMAINDER OF THE FISCAL YEAR.**

**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

**Constable Precinct 3 Line Item Transfer  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Rachel Cavazos, CONSTABLE PCT. #3  
Submitted For: Larry Gallardo  
Department: CONSTABLE PCT. #3  
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-293-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 10-01-10

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 02:43 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 11:16 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Rachel Cavazos

Started On: 09/29/2010 02:37 PM

Final Approval Date: 10/01/2010



AI-23292

2.T.

**OUTSTANDING INVOICES AND PURCHASE OF NOTARY SUPPLIES  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Nancy Ponce, CONSTABLE PCT. #4  
Submitted For: Nancy Ponce  
Department: CONSTABLE PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

Information

CAPTION

2010 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-421-00-294-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
FUNDS AVAILABLE AS OF 9/30/2010

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	10/01/2010 01:27 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	10/01/2010 03:37 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Nancy Ponce  
Started On: 09/30/2010 03:53 PM

Final Approval Date: 10/01/2010

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: September 30, 2010

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 0-1100-421-00-294-001-0-

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

<b>FROM:</b>		<b>TO:</b>		
<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	<b>OBJECT</b>	
<b>CODE</b>	<b>NAME</b>	<b>CODE</b>	<b>NAME</b>	<b>AMOUNT</b>
346	HAULING & FREIGHT SRVC	342	INFO & CREDIT SERVICES	\$1.74
442	EQUPT & VEHICLE RENTALS	342	INFO & CREDIT SERVICES	149.26
442	EQUPT & VEHICLE RENTALS	601	OFFICE AND COMPUTER SUPPLIES	\$66.28
442	EQUPT & VEHICLE RENTALS	672	EQUPT & VEH R&M SUPPLIES	84.46
532	WIRELESS DEVICES	672	EQUPT & VEH R&M SUPPLIES	723.54
532	WIRELESS DEVICES	668	POLICE WEAPONS	73.80
			<b>TOTAL</b>	<b>1,099.08</b>

REASON: TRANSFERRED NEEDED TO COVER NEED OPERATIONAL EXPENDITURES

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

APPROVED COMMISSIONERS COURT \_\_\_\_\_

DATE \_\_\_\_\_

ATTEST COUNTY CLERK \_\_\_\_\_

**AI-23278**

**2.U.**

**2010 - PCT. 1 SANITATION (1100)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Joann Gonzalez, COMM. PCT. #1  
Department: COMM. PCT. #1  
Agenda Category: 2010 Intradepartmental Transfers

---

**Information**

**CAPTION**

2010 - Pct. #1 Sanitation (1100)

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-121-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funding available as of 9/30/10.

---

**Attachments**

Link: [2010 - PCT. 1 SANITATION \(1100\)](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Ivan Cantu	09/30/2010 02:02 PM	APRV
2	Norma Silva	Norma Silva	09/30/2010 02:57 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Joann Gonzalez

Started On: 09/30/2010 11:19 AM

Final Approval Date: 10/01/2010

---



**AI-23266**

**2.V.**

**Budge Line-Item Transfer for Sanitation for service & supplies  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

---

**Information**

**CAPTION**

2010 - Pct. #2 Sanitation (1100) 2

**BACKGROUND**

---

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-122-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 10/01/10.

---

**Attachments**

Link: [transfer](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Sylvia Solis	09/29/2010 04:29 PM	APRV
2	Norma Silva	Angela Garcia	09/30/2010 10:37 AM	APRV
3	Yolanda Cisneros	Angela Garcia	10/01/2010 08:58 AM	APRV
4	Auditor's Office	Angela Garcia	10/01/2010 08:59 AM	APRV
5	Norma Silva	Norma Silva	10/01/2010 11:48 AM	APRV

Form Started By: Yolanda Cisneros Started On: 09/29/2010 04:15 PM  
Final Approval Date: 10/01/2010

---



**AI-23270**

**2.W.**

**Budget Line-Item Transfer for Road & Bridge Fuel  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - Pct. #2 R&B (1200)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-006-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available as of 09/30/2010  
From 890 ----> 626 in the amount of \$15,000.00  
From 334 ----> 626 in the amount of \$10,000.00  
From 339 ----> 626 in the amount of \$7,000.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 08:17 AM	APRV
2	JC Carreon	JC Carreon	09/30/2010 02:47 PM	APRV
3	Auditor's Office	Linda Fong	10/01/2010 09:39 AM	APRV

Form Started By: Yolanda Cisneros  
Started On: 09/29/2010 05:12 PM  
Final Approval Date: 10/01/2010

DATE: September 29, 2010

**2010**  
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2  
Road & Bridge Department

ACCOUNT NUMBER: 0-1200-431-00-122-006-0-XXX

Contact Person: Yoli Cisneros-Administrative Assistant II Ph#: (956) 787-1891 Ext. 2002

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
334	ENGINEER & ARCHIT. SERVICES	626	GASOLINE & DIESEL FUEL	\$10,000.00
339	OTHER PROFESSIONAL SERVICES	626	GASOLINE & DIESEL FUEL	\$7,000.00
890	OTHER	626	GASOLINE & DIESEL FUEL	\$15,000.00
<b>TOTAL</b>				<b>\$32,000.00</b>

REASON: **Transfer needed to cover any expected expenditures.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

9/29/2010  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23272**

**2.X.**

**Budget Line-Item Transfer for South Tower CRC  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Cisneros, COMM. PCT. #2  
Submitted For: Yolanda Cisneros  
Department: COMM. PCT. #2  
Agenda Category: 2010 Intradepartmental Transfers

**Information**

**CAPTION**

2010 - Pct. #2 S.Tower CRC (1100)

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-466-00-122-082-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Funding available in the amount of \$200 as of 09/30/2010  
From 421 -----> 581 in the amount of \$100.00  
Funding available in the amount of \$370.02 as of 09/30/2010  
From 532 -----> 581 in the amount of \$200.00

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 09:58 AM	APRV
2	Norma Silva	Norma Silva	09/30/2010 10:47 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Yolanda Cisneros  
Started On: 09/29/2010 05:40 PM  
Final Approval Date: 10/01/2010



**AI-23283**

**2.Y.**

**Pct #3 Transfer**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Pct. #3 R&B (1200)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-123-005-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
731-->672 - \$ 10,000.00; Funding available as of 9/30/10.

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/30/2010 02:05 PM	APRV
2	Norma Silva	Norma Silva	09/30/2010 03:06 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Norma Ceballos

Started On: 09/30/2010 01:33 PM

Final Approval Date: 10/01/2010

---

# INTRA-DEPARTMENTAL TRANSFER

DATE: 10/05/10

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 0-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
731	Pct #3 P/U Rd-Roads	672	Pct #3 P/U Equip & Veh R&M Supplies	\$ 10,000.00
<b>TOTAL</b>				<b>\$ 10,000.00</b>

**REASON:** For Expected Expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
CC DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23285**

**2.Z.**

**Pct. #4 R&B (1200)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Pct. #4 R&B (1200)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 9-30-10

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 03:46 PM	APRV
2	JC Carreon	JC Carreon	09/30/2010 04:45 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Jr. Munoz Started On: 09/30/2010 03:09 PM

Final Approval Date: 10/01/2010

---



**AI-23219**

**2.AA.**

**Pct. #4 Landfill (1100)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Pct. #4 Landfill (1100)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-432-00-124-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 9-28-10

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	09/27/2010 03:32 PM	APRV
2	JC Carreon	JC Carreon	09/28/2010 02:02 PM	APRV
3	Auditor's Office	Linda Fong	10/01/2010 09:36 AM	APRV

Form Started By: Jr. Munoz

Started On: 09/27/2010 01:48 PM

Final Approval Date: 10/01/2010

---

DATE: 09/27/10 AI# \_\_\_\_\_

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 0-1100-432-00-124-001-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph# : 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
439	Other R&M Srv	421	Disposal	1,000.00
540	Advertising	421	Disposal	500.00
604	Medical & Lab Supp	421	Disposal	500.00
605	Clothing & Uniforms	421	Disposal	1,991.28
609	Agri & Landscaping Sup	421	Disposal	500.00
613	Safety Supplies	421	Disposal	740.60
671	Bldg & Other Struc	421	Disposal	430.88
739	Other Structures	421	Disposal	9,109.31
607	Hshld & Janitorial Sup	622	Electricity	400.00
			TOTAL	15,172.07

REASON: To cover expenses.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23241**

**2.BB.**

**Pct. #4 R&B (1200)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Jr. Munoz, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: 2010 Intradepartmental Transfers

---

Information

CAPTION

2010 - Pct. #4 R&B (1200)

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-124-007-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available account balance as of 9-29-10

---

Attachments

Link: [LIT](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 11:39 AM	APRV
2	JC Carreon	JC Carreon	09/29/2010 02:17 PM	APRV
3	Auditor's Office	Linda Fong	10/01/2010 09:37 AM	APRV

Form Started By: Jr. Munoz

Started On: 09/29/2010 11:33 AM

Final Approval Date: 10/01/2010

---



**AI-23297**

**3.A.**

**Interdept transfer from Pct. 1 Roads (prgm 041) to Pleasantview Rd (S. 11th St-34th St.) prg. 086**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT  
Submitted For: Raul Lozano, Pct. 1  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

Information

**CAPTION**

Pct. #1 C. O. 2010 A & B (1342):  
Approval of 2010 interdepartmental transfer from Pct. 1 Roads, program #041, to Pleasantview Rd. (S. 11th St.-34th St.), program #086, in the amount of \$166,638.00 to fund engineering services for road project (Work Authorization #1).

**BACKGROUND**

Please refer to AI #23296 under Purchasing Dept CC 10-5-10, regular agenda.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-121-0XX-0-731  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

0-1342-431-00-121-041-0-731 --> 0-1342-431-00-121-086-0-731 \$166,638.00 to fund WA #1 in relation to engineering services for Pleasantview Rd. (S. 11th St.- 34th St).

Funds available as of 10-01-10.

Attachments

Link: [Pleasantview transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/01/2010 02:58 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 03:02 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/01/2010 04:08 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Ivan Cantu Started On: 10/01/2010 10:48 AM

Final Approval Date: 10/01/2010

DATE: October 5, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**

Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1  
CO's 2010 A & B

ACCOUNT NUMBER: 0-1342-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu PHONE: (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
0-1342-431-00-121-041-	731	CO 2010 A & B-Pct. 1 Roads-	Roads	(166,638.00)
TO				
0-1342-431-00-121-086-0-	731	CO 2010A & B-Pct. 1 Pleasantview Rd. (S. 11 St-34th St.)-	Roads	166,638.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>0.00</b>

REASON: To fund WA #1 engineering services required for Pleasantview Rd. (S. 11th St-34th St) for Pct. 1. Refer to AI #23296 under Purchasing Dept CC 10-5-10

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

**AI-23240**

**3.B.**

**BCAP Inter LIT (1311): Las Haciendas Subdivision Precinct No.2**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
 Submitted For: Agapito Vargas  
 Department: COLONIA ACCESS PROGRAM  
 Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

Pct. #2 BCAP (1311):  
 Approval of 2010 interdepartmental transfer from Pct. 2 BCAP Contingency, program #000, to Pct. 2 BCAP Las Haciendas Subdivision, program #412 in the total amount of \$108.36.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1311-431-00-122-000-0-899  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 available balance as of 10/01/10.

**Attachments**

Link: [LIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 02:25 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2010 08:53 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Marcie Jackson  
 Started On: 09/29/2010 11:06 AM  
 Final Approval Date: 10/01/2010



**AI-23314**

**3.C.**

**Interdepartmental transfer - Pct. 4 R&B**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

Pct. #4 R&B (1200):  
Approval of 2010 interdepartmental transfer from Road Adm to Pct. 4 R&B in the amount of \$25,117.10.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010	ACCT. #: 0-1200-431-00-115-041-0-899
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT: Funds available as of 10/01/10.	

---

Attachments

Link: [revised inter-transfer](#)

---

Form Routing/Status

Form Started By: Sylvia Solis Started On: 10/01/2010 05:17 PM  
Final Approval Date: 10/01/2010

---

DATE: October 4, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Transfer  
**REVISED**



DEPARTMENT NAME: Dept. of Budget & Mgmt for  
Pct. 4 P/U Rd

ACCOUNT NUMBER: 0-1200-4XX-00-X1X-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
0-1200-431-00-115-041-0- 899	ROAD ADM - CONTINGENCY	(25,117.10)
<b>TO</b>		
0-1200-431-00-124-007-0- 731	Pct 4 P/U Rd - ROADS	25,117.10
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON:

**Interdepartmental transfer from Road Adm. - Contingency to Pct. 4 R&B to fund paving materials.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**AI-23293**

**3.D.**

**Interdepartmental Transfer- Pct #4 Drainage Improvement Projects (1342)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: TONI MATA, COMM. PCT. #4  
Department: COMM. PCT. #4  
Agenda Category: Budget and Management

Information

**CAPTION**

Pct. #4 C.O. 2010 A&B Series (1342):  
Approval of 2010 interdepartmental transfer within Certificates of Obligation Series 2010 A&B - Precinct #4 Drainage Improvement Project from (Program 036) to Schunior Drain (program 051) in the amount of \$ 650.00.

**BACKGROUND**

To process purchase order increase needed to submitt payment.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1342-431-00-124-036-0-890  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Funding available as of 10-1-10  
0-1342-431-00-124-036-0-890 --> 0-1342-431-00-124-051-0-733 \$650.00

Attachments

Link: [trnfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 08:59 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/01/2010 01:30 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: TONI MATA

Started On: 09/30/2010 04:06 PM

Final Approval Date: 10/01/2010

DATE: September 30, 2010

2009  
Transfer



DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4  
CO 2010 A&B Pct4 Drain Improvement

ACCOUNT NUMBER: 0-1342-431-00-124-036-0-890

SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Toni Mata  
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
<b>From:</b>		
0-1342-431-00-124-036-0-890	CO2010 A&B Pct4 Drain Improv.- Other	(650.00)
<b>To:</b>		
0-1342-431-00-124-051-0-733	CO2010 A&B Pct4 Schunior Drain-Drainage Ditches	\$650.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON:  
Transfer to cover the processing invoice# 62510 from South Texas Land Investigations.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

**AI-23225**

**3.E.**

**2010 Inter-Departmental Transfer Fire Marshal  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.  
Submitted For: Juan Martinez  
Department: FIRE MARSHAL'S DEPT.  
Agenda Category: 2010 Interdepartmental Transfers

**Information**

**CAPTION**

Fire Marshal (1100):  
Approval of interdepartmental transfer from Emergency Services-FM (prog 001) for \$40,000 to Hidalgo FD (prog 008) for \$2,000 and Weslaco FD (prog 019) for \$38,000 to cover expenditures of Fire Calls.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-20-300-0XX-0-8XX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
available balance in 0-1100-422-10-300-001-0-890 of \$41,726.91 as of 10/1/10.

**Attachments**

Link: [InterDept Transfer.100510](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/28/2010 01:02 PM	APRV
2	Roland Garcia	Rolando Garcia	10/01/2010 08:50 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Yolanda Orozco  
Started On: 09/28/2010 10:40 AM  
Final Approval Date: 10/01/2010



**AI-23223**

**3.F.**

**Interdepartmental Transfer - Elections Dept. (Election Poll Workers)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

**CAPTION**

Elections Dept. (1100):  
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to Elections Dept. in the amount of \$12,654.75 to fund costs associated with compensation for Election Poll Workers.

**BACKGROUND**

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-899  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 09/28/10.

---

Attachments

Link: [Interdept. transfer](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/28/2010 08:41 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/30/2010 09:08 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Sylvia Solis Started On: 09/28/2010 08:33 AM  
Final Approval Date: 10/01/2010

---

DATE: September 28, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections Dept.

ACCOUNT NUMBER: 0-1100-41X-00-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(12,654.75)
<b>TO</b>				
0-1100-414-00-130-001-0-	123	ELECTIONS DEPT -	ELECTION POLL WORKERS	12,654.75
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>0.00</b>

REASON:

**Interdepartmental transfer to fund the compensation paid to Election Poll Workers for services performed for upcoming Elections.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Interdepartmental Transfer - Facilities Management  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

Facilities Management (1100):  
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to Facilities Management in the amount of \$150,000.00 to fund Co. Wide Electricity expenditures for the month of September 2010.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-115-002-0-899  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 09/30/10.

---

Attachments

Link: [Interdept. transfer](#)

---

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Sylvia Solis	09/30/2010 09:58 AM	APRV
2		Olga Garza	Olga Garza	09/30/2010 03:21 PM	APRV
3		Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Sylvia Solis				Started On: 09/30/2010 09:40 AM	
Final Approval Date: 10/01/2010					

---

DATE: September 30, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for  
Facilities Management

ACCOUNT NUMBER: 0-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(150,000.00)
<b>TO</b>			
0-1100-419-40-220-001-0- 622	FACILITIES MANAGEMENT -	ELECTRICITY	150,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			<b>0.00</b>

REASON:

**Interdepartmental transfer to fund Co. Wide Electricity Bill for the month of September.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

**Interdept Transfer- Co Wide Adm.**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT  
 Submitted For: Budget Management Division  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm. (1100):  
 Approval of interdepartmental transfer from Health Clinics to Co Wide Admin in the amount of \$40,379.06 to sweep unneeded funds as a result of expired, non- renewable contracts.

BACKGROUND

To sweep unneeded funds due to non renewal of two (2) contracts for physician services with the following vendors:

**1. DE BLIECK, PATRICIA:**

Original Contract Date- *July 08, 2007 - July 07, 2008*  
 Extensions- *two (2) one (1) year extensions*  
 Final Expiration Date- *July 07, 2010*

**2. KEYES, EMMALOU:**

Original Contract Date- *May 24, 2007 to May 23, 2008*  
 Extensions- *two (2) one (1) year extensions*  
 Final Expiration Date- *May 23, 2010*

Contracts were substituted by the creation of a Family Nurse Practitioner position approved by CC on 09/14/10. (REF: AI 22733/ 14.D.)

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-003-0-331  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Physician Services  
 \$40,379.06 available balance as of 09/30/2010. rc

Attachments

Link: [backup](#)

Link: [interdept transfer](#)

---

### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Sylvia Solis	09/30/2010 11:09 AM	APRV
2	Manuel Chapa	Manuel Chapa	10/01/2010 03:14 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

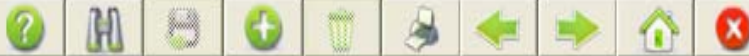
Form Started By: Rosie Cantu

Started On: 09/30/2010 09:29 AM

Final Approval Date: 10/01/2010

---

Mode: Entry



Account Inquiry - FAINQ01A

05/28/10 12:55 pm



Account No  Accounting Period   Period  YTD    
 Acct. Year   Description

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
01	88,000.00	86,000.00	39,600.00	.00	46,400.00
02	.00	.00	4,702.50-	4,702.50	46,400.00
03	.00	4,342.00-	3,723.75-	3,723.75	42,058.00
04	.00	4,050.00-	1,935.00-	1,935.00	38,008.00
05	.00	.00	2,362.50-	7,470.00	32,900.50
06	.00	.00	12,656.25-	4,657.50	40,899.25
07	.00	.00	14,220.00-	1,980.00	53,139.25
09	.00	12,760.19-	.00	.00	40,379.06
YTD	88,000.00	64,847.81	.00	24,468.75	40,379.06
PRE	.00	.00	.00	.00	.00
TOT	88,000.00	64,847.81	.00	24,468.75	40,379.06

DATE: September 30, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for

ACCOUNT NUMBER: 0-1100-41X-00-1XX-00X-0-XXX

CONTACT PERSON: Rosalinda Cantu

PHONE: (956) 292-7025 Ext. 5408

**2010**

Transfer

**AI- 23274**



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
0-1100-441-00-340-003-0- 331	HEALTH CLINICS- PHYSICIAN SERVICES	(40,379.06)
<b>TO</b>		
0-1100-415-00-115-002-0- 899	CO WIDE ADM - CONTINGENCY	40,379.06
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON: **Interdepartmental transfer to sweep unneeded funds due to non renewal of two (2) contracts for physician services with the following vendors (Patricia De Blicke & Emmalou Keyes). Contracts were substituted by the creation of a Family Nurse Practitioner position approved by CC on 09/14/10. (REF: AI 22733/ 14.D.)**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**AI-23287**

**3.I.**

**Interdepartmental Transfer - I.T. Countywide for Sept. 2010 telephone expenses**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

Information

**CAPTION**

I.T. Countywide (1100):  
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to I.T. Co. Wide in the amount of \$140.18 to fund AT&T local telephone expenditures for the month of September 2010.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-00-XXX-002-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
To fund local telephone expenditures for the month of Sept. 2010.

Funds available as of 09/30/10.

Attachments

Link: [IT Co. Wide interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 03:48 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/01/2010 09:11 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Sylvia Solis  
Started On: 09/30/2010 03:15 PM  
Final Approval Date: 10/01/2010

DATE: October 5, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Interdepartmental Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for I.T. Countywide

ACCOUNT NUMBER: 0-1100-415-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>				
0-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(140.18)
<b>TO</b>				
0-1100-415-00-200-002-0-	531	IT COUNTYWIDE -	TELEPHONE	140.18
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>0.00</b>

REASON:

**To fund AT&T local telephone expenditures for the month of September 2010.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Interdept transfer from Insurance to Co. Wide-Contingency (1100)**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT  
 Submitted For: Dina Trevino  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: 2010 Interdepartmental Transfers

Information

CAPTION

Co. Wide Adm (1100):  
 Approval of 2010 interdepartmental transfer from Insurance to Co. Wide Adm. in the amount of \$5,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-110-415-00-XXX-00X-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
 BUDGETARY IMPACT:  
 Funds available as of 10/01/10.

Attachments

Link: [Contingency Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	10/01/2010 04:37 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 04:39 PM	APRV
3	Sylvia Solis	Sylvia Solis	10/01/2010 04:44 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Ivan Cantu Started On: 10/01/2010 04:11 PM

Final Approval Date: 10/01/2010



**AI-23307**

**3.K.**

**Interdepartmental transfer - 430th DC**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT  
Submitted For: Dina Trevino  
Department: BUDGET & MANAGEMENT  
Agenda Category: 2010 Interdepartmental Transfers

---

Information

CAPTION

430th District Court (1100):  
Approval of 2010 interdepartmental transfer from Co. Wide Adm. to 430th District Court in the amount of \$20,440.00 to fund rental expenditures for the months of November and December.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-41X-00-XXX-00X-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N  
BUDGETARY IMPACT:  
Funds available as of 10/01/10.

---

Attachments

Link: [revised transfer](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 03:49 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	10/01/2010 05:14 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Sylvia Solis  
Started On: 10/01/2010 03:29 PM  
Final Approval Date: 10/01/2010

---

DATE: October 1, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

**2010**  
Transfer  
**REVISED**



DEPARTMENT NAME: Dept. of Budget & Mgmt for 430th DC

ACCOUNT NUMBER: 0-1100-41X-00-XXX-OXX-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
0-1100-419-00-115-025-0- 820	INSURANCE - CLAIMS & JUDGEMENTS NOT COVER	(18,500.00)
0-1100-415-00-115-002-0- 899	CO WIDE ADM - CONTINGENCY	(1,940.00)
<b>TO</b>		
0-1100-412-00-010-001-0- 441	430TH DC - LAND & BLDG RENTALS	20,440.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON:

**Interdepartmental transfer to fund rental expenditures for the months of November and December.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

**AI-23298**

**4.A.**

**2010 Interfund 1100 to 1293 (Reverse AI#23141)**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT  
Department: BUDGET & MANAGEMENT  
Agenda Category: Interfund Transfers

Information

**CAPTION**

Health and Human Services Department (1293):  
Approval of 2010 interfund transfer from Health Adm. (1100) to Health Department Adm. (1293) in the amount of \$9,700.00.

**BACKGROUND**

To reverse AI#23141 9-28-10  
Per Health Dept. request.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-441-00-340-001-0-XXX  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Available balance as of 10-01-10  
Object code 431 \$7,852.20 & 607 \$2,308.63  
0-1100-441-00-340-001-0-XXX--> 0-1293-441-00-340-005-0-XXX; \$9,700.00

Attachments

Link: [Interfund - reverseAI23141](#)

Link: [Ref AI 23141](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	10/01/2010 02:51 PM	APRV
2	Budget & Management	Sylvia Solis	10/01/2010 03:03 PM	APRV
3	Perla Lopez	Perla Lopez	10/01/2010 03:31 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Manuel Chapa			Started On: 10/01/2010 10:50 AM	
Final Approval Date: 10/01/2010				



**AI-23141**

**4.A.**

**2010 Interfund 1293 to 1100**

**CC CONSENT**

Date: 09/28/2010  
 Submitted By: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.  
 Submitted For: Eddie Olivarez  
 Department: HEALTH & HUMAN SERVICES DEPT.  
 Agenda Category: Interfund Transfers

**Information**

**CAPTION**

Health and Human Services Department:  
 Approval of 2010 interfund transfer from Health Department Adm. (1293) to Health Adm. (1100) in the amount of \$9,700.00

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1293-441-00-340-005-0-XXX  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available balance as of 9-24-10 Object code 810 \$9,600 & 584 \$4,790  
 0-1293-441-00-340-005-0-XXX --> 0-1100-441-00-340-001-0-XXX; \$9,700.00

**Attachments**

Link: [Interfund 1293](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/22/2010 04:01 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/24/2010 07:45 AM	APRV
3	Auditor's Office	Linda Fong	09/24/2010 03:36 PM	APRV
Form Started By: Josie Escalante			Started On: 09/22/2010 03:00 PM	
Final Approval Date: 09/24/2010				

**AI-23256**

**5.A.**

**Planning Department**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Nora Cavazos, PLANNING DEPT.  
Submitted For: Raul Segin  
Department: PLANNING DEPT.  
Agenda Category: Planning Department

---

Information

CAPTION

Preliminary Approval of Subdivision Plat:

1. South La Homa Subdivision – Pct. 3 (Alfredo Garcia)

BACKGROUND

---

Fiscal Impact

---

Attachments

Link: [South La Homa Subdivision - Preliminary](#)

Link: [South La Homa; Plat](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 03:28 PM	APRV
2	Olga Garza	Olga Garza	09/30/2010 09:09 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Nora Cavazos  
Started On: 09/29/2010 03:14 PM  
Final Approval Date: 10/01/2010

---



# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sesin, P.E., CFM**  
**PLANNING ADMINISTRATOR**

TO: Judge Rene Ramirez  
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: October 5, 2010

RE: **South La Homa Subdivision – Pct. 3**  
**Preliminary Approval**

South La Homa Subdivision is a two (2) lot subdivision located along the Northeast corner of La Homa Road and Esther Road.

The proposed Subdivision lies within the City of Palmview E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on July 29, 2010. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

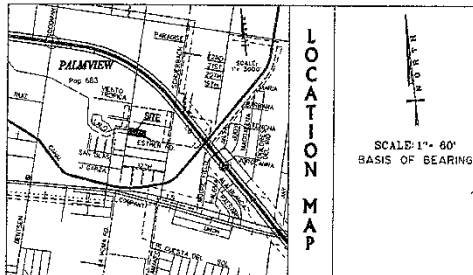
The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road and twenty (20) feet on Esther Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Environmental Health Department.

Water Services will be provided by Agua S.U.D.. There is an existing eight (8) inch waterline on La Homa Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **September 21, 2010** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Palmview.

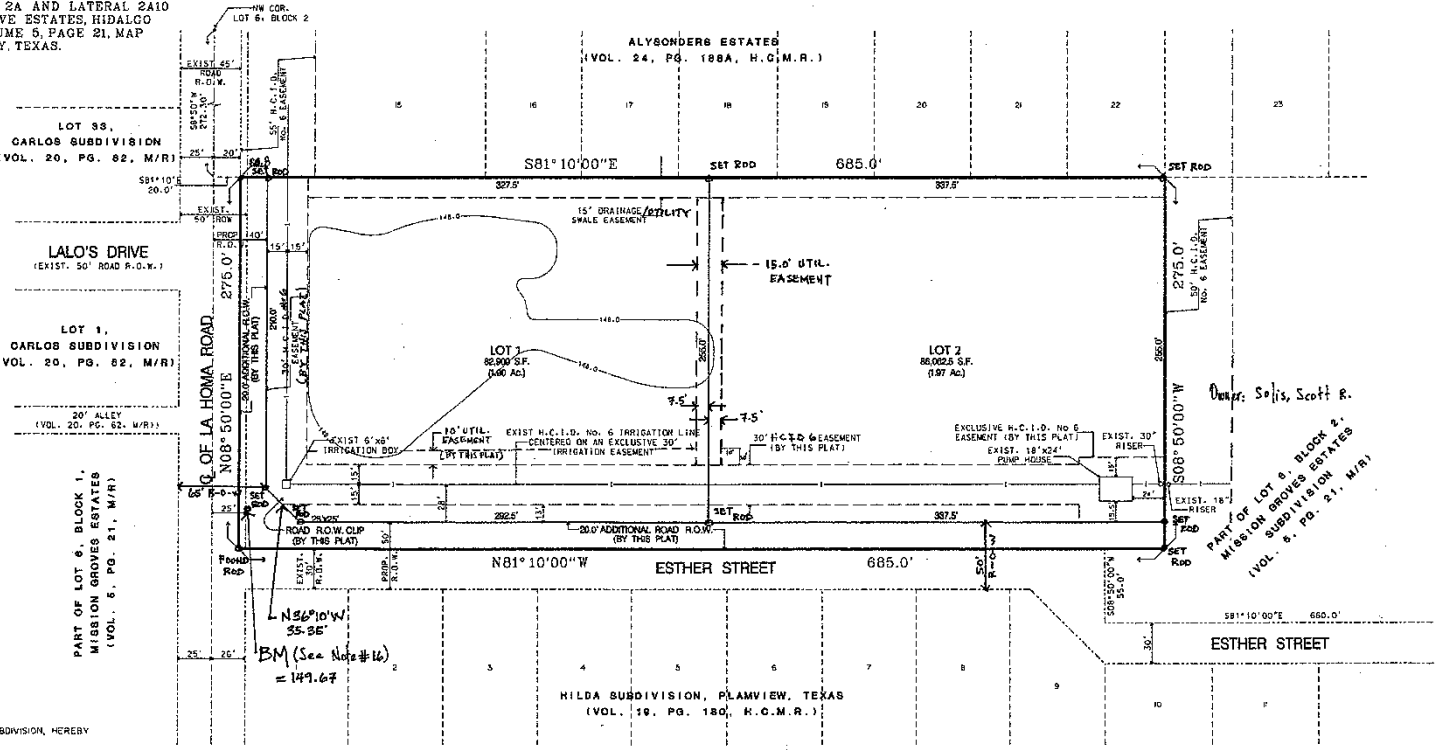


### SOUTH LA HOMA SUBDIVISION

A 4.32 (188,179.20 SQ. FT.) ACRE TRACT OF LAND BEING PART OF THE RESERVOIR SITE, LATERAL 2A AND LATERAL 2A10 OUT OF LOT 6, BLOCK 2, MISSION GROVE ESTATES, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SOUTH LA HOMA SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 IN THE SOUTHWEST SIDE OF HIDALGO COUNTY AT THE INTERSECTION OF LA HOMA RD. AND ESTHER ST. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF PALMVIEW ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF PALMVIEW (POPULATION 4,420). SOUTH LA HOMA SUBDIVISION LIES APPROXIMATELY 0.1 MILES FROM THE CITY LIMITS OF PALMVIEW AND IS WITHIN THE CITY'S 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE 42-03.

**METES AND BOUNDS**  
 4.32 ACRE TRACT OF LAND BEING PART OF THE RESERVOIR SITE, LATERAL 2A AND LATERAL 2A10, OUT OF LOT 6, BLOCK 2, MISSION GROVE ESTATES, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS, HIDALGO COUNTY, TEXAS, SAID 4.32 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 2, AS RECORDED IN VOLUME 5, PAGE 21, MAP RECORDS, THENCE SOUTH 81° 10' 00" WEST, 10 MINUTES, 00 SECONDS EAST 260.0 FEET WITH SAID CENTERLINE OF MILE 1 NORTH ROAD, THENCE SOUTH 08° 00' 00" WEST, 50 MINUTES, 00 SECONDS WEST, 252.50 FEET TO A HALF (1/2) INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING; THENCE SOUTH 81° 10' 00" WEST, 10 MINUTES, 00 SECONDS EAST, 500 FEET PASS A HALF (1/2) INCH IRON ROD SET AT THE APPARENT EAST RIGHT-OF-WAY LINE OF LA HOMA ROAD, AT 865.00 FEET IN ALL TO HALF (1/2) INCH IRON ROD SET FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND; THENCE SOUTH 08° 00' 00" WEST, 50 MINUTES, 00 SECONDS WEST 275.00 FEET PARALLEL TO THE WEST BOUNDARY LINE OF SAID LOT 6, BLOCK 2, TO A HALF (1/2) INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND; THENCE NORTH 81° 10' 00" WEST, 10 MINUTES, 00 SECONDS WEST 865.00 FEET WITH THE NORTH BOUNDARY LINE OF HILDA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 19, PAGE 182, MAP RECORDS OF HIDALGO COUNTY, TEXAS; THENCE NORTH 08° 00' 00" WEST, 50 MINUTES, 00 SECONDS EAST AT 45.00 FEET PASS A HALF (1/2) INCH IRON PIPE FOUND AT THE EXISTING EAST RIGHT-OF-WAY LINE OF LA HOMA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND; THENCE NORTH 08° 00' 00" WEST, 50 MINUTES, 00 SECONDS EAST AT 45.00 FEET PASS THE SOUTH BOUNDARY LINE OF SAID LOT 6, BLOCK 2, MISSION GROVE ESTATES, HIDALGO COUNTY, TEXAS, AT 275.00 FEET IN ALL TO THE POINT OF BEGINNING.



STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION  
 I, ALFREDO & LOIDA GARCIA SUBDIVIDER, AS OWNER OF THE 4.32 AC. TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SOUTH LA HOMA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS SHOWN HEREON.  
 I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF THE TEXAS LOCAL GOVERNMENT CODE 232.022B AND THAT:  
 (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS;  
 (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;  
 (C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND  
 (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.  
 I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOUTH LA HOMA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALFREDO & LOIDA GARCIA, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT PUBLIC SAFETY DRIVER'S LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING DULY SWORN BY ME, DECLARED THAT HIS STATEMENT THEREIN IS TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_.

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOUTH LA HOMA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608 IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PROPERTY FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF PALMVIEW, TEXAS HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISIONS REGULATIONS OF THE CITY OF PALMVIEW WHEREIN MY APPROVAL IS REQUIRED.  
 ON \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 I, NIS B. GARZA JR., REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED AND CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.  
 ON \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF TEXAS;  
 COUNTY OF HIDALGO;  
 THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6 SUBJECT TO THE CONDITION THAT IF THE IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM INDIVIDUAL LOTS IN SAID SUBDIVISION. PROVISIONS SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.  
 ON \_\_\_\_\_ DATE: \_\_\_\_\_

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION CONFORM WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.264. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY ASSISTANTS CHIEF INSPECTOR  
 DATE: \_\_\_\_\_

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL  
 UNDER LOCAL GOVERNMENT CODE 232.02B (a)  
 WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SOUTH LA HOMA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_ DATE: \_\_\_\_\_

1. THE UNDERSIGNED MAYOR OF THE CITY OF PALMVIEW, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.  
 ON \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY CLERK'S RECORDING CERTIFICATE  
 I, \_\_\_\_\_ COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON \_\_\_\_\_ AND WAS RECORDED IN BOOK \_\_\_\_\_ SHEETS) THE PLAT RECORDS OF HIDALGO COUNTY AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON \_\_\_\_\_

ATTEST: CITY SECRETARY  
 DATE: \_\_\_\_\_

HIDALGO COUNTY CLERK  
 DATE: \_\_\_\_\_

REVISION NOTES  

No.	SHEET	REVISIONS	DATE	APPROVED

- GENERAL PLAT NOTES & RESTRICTIONS**
- MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:  
 FRONT - 1/2 OF R.O.W. (180')  
 REAR - 15 FT. OR EASEMENT WHICHEVER IS GREATER  
 SIDE - 6.0 FT. OR EASEMENT WHICHEVER IS GREATER  
 CORNER SIDE - 0 FT. CORNER GARAGE SIDE 10 FT.  
 CORNER GARAGE FRONT - 10 FT.  
 CORNER SIDE WHERE R.O.W. IS GREATER THAN 50 FT. 20 FT.
  - FLOOD ZONE STATEMENT:  
 FLOOD ZONE DESIGNATION: ZONE "C" (NO SHADING)  
 ZONE "C" AREAS OF ANNUAL FLOODING FLOOD PLAN COMMUNITY.  
 PARCEL NO. 48038-000-0 EFFECTIVE DATE: NOV. 16, 1992  
 CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4027).
  - MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB OR 18 INCHES ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
  - NO MORE THAN ONE-SHOLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED IN LOTS AND 2 APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
  - IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT SHALL BE OBLIGED TO DETAIN A TOTAL OF 1850 CUBIC FEET (0.27 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:  
 5.478 CUBIC FEET ON LOT 1 AND 5.823 CUBIC FEET ON LOT 2.
  - NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BULDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.
  - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BULDINGS, SPEEDS, SHRUBS TREES AND OTHER PLANTINGS EXCEPT LOW, LESS THAN 10 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
  - EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
  - ALL PUBLIC UTILITIES EASEMENTS DESIGNATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
  - ON-SITE SEWAGE FACILITIES (OSSE) NOTE: THIS SUBDIVISION SHALL COMPLY WITH THE SEWER FACILITIES IN ACCORDANCE WITH TDCO AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSE ON ALL LOTS.  
 A SEWER SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.  
 A. EACH LOT ON THE PLAT COMPLIES WITH THE MINIMUM 2700 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.  
 B. OSSE SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.  
 C. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXPERTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR STANDARD SEPTIC TANKS AND ABSORPTIVE GRANULES SYSTEM.  
 E. APPROVED OSSE PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
  - A SPECIAL DESIGN IS REQUIRED FOR ALL OSSE SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:  
 1. ANCHORING OF SEPTIC TANKS  
 2. BACK FLOW VALVES  
 3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL
  - ALFREDO & LOIDA GARCIA, THE OWNER & SUBDIVIDER OF SOUTH LA HOMA RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSE ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.
  - THERE ARE NO WATER WELLS WITHIN 100 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
  - NO ACCESS WILL BE ALLOWED ON TO LOT 1 FROM LA HOMA RD.
  - ALL LOTS IN SOUTH LA HOMA SUBDIVISION ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN-OFF FROM ALL LOTS IN SOUTH LA HOMA SUBDIVISION TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF SOUTH LA HOMA SUBDIVISION: THEIR ASSONS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS (COUNTY), AND THE HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 (DRAINAGE DISTRICT) MAY ENFORCE THIS PLAT NOTE BY INDICTION OR ANY OTHER REMEDY PROVIDED BY LAW. AND THE COUNTY AND/OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND/OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DESIGNATED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING SOUTH LA HOMA SUBDIVISION BECAUSE AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN SOUTH LA HOMA SUBDIVISION, THE COUNTY AND THE DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY TO ACCEPT AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN SOUTH LA HOMA SUBDIVISION, ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AN INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
  - THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERED PLANS. BY ELEVATION = 149.87.  
 DESCRIPTION: A 60" DIA. NAIL LOCATED ON THE EAST SIDE OF A POWER POLE LOCATED SOUTHWEST CORNER OF THIS PROPERTY.

**INDEX**

SHEETS	DESCRIPTION
1	LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION METES AND BOUNDS; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT OF THE PROJECT'S SITUATED; H.C.D.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATION OR APPROVAL; RIGHT OF WAY CERTIFICATION; HOW CERTIFICATION; REVISION NOTES.
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSE) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSE) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); SAMPLE OF LOG BORE FOR OSSE SYSTEM, TYPICAL WATER SERVICE CONNECTION, SUBDIVIDER CERTIFICATION AND STATEMENT.
3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES.

**GARZA-GARZA ENGINEERING**  
 CONSULTING ENGINEER  
 100 E. FERGUSON  
 PALMVIEW, TEXAS 78577  
 PH. (361) 533-9200  
 F. 4923

**AI-23243**  
**TAX OFFICE**  
**CC CONSENT**

**6.A.**

Date: 10/05/2010  
Submitted By: Hilda Fuentes, TAX OFFICE  
Submitted For: Hilda Fuentes  
Department: TAX OFFICE  
Agenda Category: Tax Refunds

---

Information

CAPTION

Acct #	Payer	Amt
H2550.00.008.0003.06	First American	\$3918.56

BACKGROUND

---

Fiscal Impact

---

Attachments

Link: [frnt pg](#)

Link: [accts pg](#)

Link: [first am](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 02:25 PM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 08:31 AM	APRV
3	Auditor's Office	Linda Fong	10/01/2010 09:34 AM	APRV

Form Started By: Hilda Fuentes

Started On: 09/29/2010 01:03 PM

Final Approval Date: 10/01/2010

---

Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

September 29, 2010

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

The Honorable Rene Ramirez  
Hidalgo County Commissioners  
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

A handwritten signature in black ink, appearing to read "Armando Barrera, Jr.", with a stylized flourish at the end.

Armando Barrera, Jr. RTA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor  
Raymundo Eufrazio, CPA



2804 S. Bus. Hwy 281 • Edinburg, TX 78539

Office of Tax Assessor-Collector

# COUNTY of HIDALGO



*Armando Barrera Jr., RTA*

Assessor and Collector

P.O. Box 178  
Edinburg, Texas 78540-0178  
(956) 318-2157 • Fax (956) 318-2733

ACCOUNT NUMBER	PAYER	AMOUNT
1. H2550.00.008.0003.06	FIRST AMERICAN	\$ 3,918.56



2804 S. Bus. Hwy 281 • Edinburg, TX 78539



**ARMANDO BARRERA JR., RTA**  
**Hidalgo County Tax Assessor - Collector**  
 PO BOX 178  
 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157  
 Fax No.: 956-318-2733

Print Date: 12/23/2009

020210

*670*

FIRST AMERICAN  
 --  
 8435 N STEMMONS FREEWAY  
 DALLAS, TX 75247--390

AUDITED BY: THE HIDALGO  
 COUNTY AUDITOR'S OFFICE  
 DATE: 9-27-10

*J. C. [Signature]*

<b>Account Number</b> H2550-00-008-0003-06*
<b>Legal Description of the Property</b> HIDALGO CANAL CO-MC E224.9'-W349.9'-N162'-S607.80' LOT 3, BLK 8 0.837AC NET  700 CHICAGO AVE* <b>R189510*</b>

2009 OVERAGE AMOUNT \$3,918.56\*

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$500.

**APPLICATION FOR PROPERTY TAX REFUND**

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	<b>Who should the refund be issued to:</b>			
	Name: <i>First American</i>			
	Address: <i>PO Box 961250</i>			
	City, State, Zip: <i>Ft. Worth, Texas 76161-0250</i>			
Daytime Phone No.:		E-Mail Address:		
<b>Step 2. Provide payment information.</b> Please attach copies of cancelled checks or original receipts for all cash payments you made.	<b>Payment made by:</b>	<b>Check No.</b>	<b>Date Paid</b>	<b>Amount Paid</b>
	<b>TOTAL AMOUNT PAID (sum of the above amounts)</b>			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	<b>Please check one of the following:</b>			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s) (listed below):			
<b>Step 4. Sign the form.</b> Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		DATE	
	<i>[Signature]</i>		<i>02/24/10</i>	
AUDITORS USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>9/28/10</i>
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <i>[Signature]</i>	Date: <i>3/5/10</i>

This application must be completed, signed, and submitted with supporting documentation to be valid.

.1.104 *9/22*

**AI-23220**

**7.A.**

**Membership to the International Association of Arson Investigators, Inc.**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Yolanda Orozco, FIRE MARSHAL'S DEPT.  
 Submitted For: Juan Martinez  
 Department: FIRE MARSHAL'S DEPT.  
 Agenda Category: Membership Dues

**Information**

**CAPTION**

Fire Marshal's Department:  
 Approval of annual membership and dues to the International Association of Arson Investigators for the Fire Marshal, Juan Martinez and Deputy Fire Marshal Wesley Bradley in the amount of \$220.00

**BACKGROUND**

Membership Fee - \$75.00ea  
 Chapter Dues - \$35.00ea

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1100-422-10-300-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Req#182723 for \$220.00 available for International Assoc of Arson Investigators

**Attachments**

Link: [Membership.IAAI](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Ivan Cantu	09/27/2010 03:30 PM	APRV
2		Roland Garcia	Rolando Garcia	10/01/2010 08:41 AM	APRV
3		Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Yolanda Orozco

Started On: 09/27/2010 02:04 PM

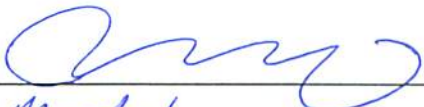
Final Approval Date: 10/01/2010

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

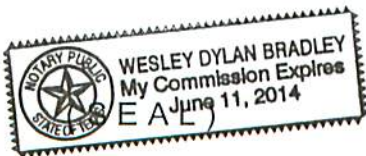
I, Juan G. Martinez, do hereby state that my membership in the International Association of Arson Investigators on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:


1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE:   
TITLE: Fire Marshal

DATE: 09/27/10

Before me Wesley Bradley, a Notary Public, appeared Juan G. Martinez, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS


AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

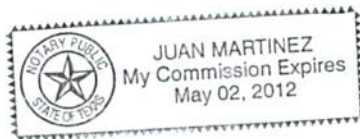
I, Wesley D. Bradley, do hereby state that my membership in the International Association of Arson Investigators on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE:   
TITLE: Deputy Fire Marshal

DATE: 09/27/10

Before me Juan G. Martinez, a Notary Public, appeared Wesley D. Bradley, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



( S E A L )

  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

Reg 00182723



<b>BILL TO:</b>
Mr. Wesley D Bradley Hidalgo County 1615 S. Closner Blvd. Edinburg TX 78539

<b>REMIT TO:</b>	
IAAI 2111 Baldwin Avenue, Suite 203 Crofton, MD 21114  iaai@firearson.com	
<b>PHONE:</b>	<b>FAX:</b>
410-451-3473	410-451-9049

INVOICE NO.	MEMBER ID:	DUES DATES		PRINT DATE	DUE DATE
19576	1301350	10/01/2010	10/01/2011	09/26/2010	10/26/2010

DESCRIPTION	QTY	RATE	AMOUNT
<b>Active Membership - \$75</b>	1	\$75.00	963 49 \$75.00
Texas Chapter IAAI Chapter Dues	1	\$35.00	\$35.00
<p>Please note that processing this membership cannot be completed until we receive the payments/balance.</p>			

PRIOR BALANCE	\$0.00
INVOICE AMOUNT	\$110.00
PAYMENTS	\$0.00
<b>TOTAL DUE</b>	<b>\$110.00</b>

Reg 00182723



<b>BILL TO:</b>
Mr. Juan G Martinez Hidalgo County Fire Marshal's Office 1615 South Closner Ste. H Edinburg TX 78539

<b>REMIT TO:</b>	
IAAI 2111 Baldwin Avenue, Suite 203 Crofton, MD 21114  iaai@firearson.com	
<b>PHONE:</b>	<b>FAX:</b>
410-451-3473	410-451-9049

INVOICE NO.	MEMBER ID:	DUES DATES		PRINT DATE	DUE DATE
19592	1301354	10/01/2010	10/01/2011	09/27/2010	10/27/2010

DESCRIPTION	QTY	RATE	AMOUNT
<b>Active Membership - \$75</b>	1	\$75.00	\$75.00
Texas Chapter IAAI Chapter Dues	1	\$35.00	\$35.00
<p>Please note that processing this membership cannot be completed until we receive the payments/balance.</p>			

PRIOR BALANCE	\$0.00
INVOICE AMOUNT	\$110.00
PAYMENTS	\$0.00
<b>TOTAL DUE</b>	<b>\$110.00</b>

# Requisition

Req # 00182723

PO #

Date: 09/27/10

Bill To: ×  
×

Vendor : 350605  
INTERNATIONAL ASSC OF ARSON INVESTIG;  
2151 PRIEST BRIDGE DRIVE, STE 25  
CROFTON MD 21114-2466

Ship To: EMERGENCY SERVICES  
1615 S. CLOSNER  
SUITE G-H  
EDINBURG TX 78539

Contact: Yolanda Orozco  
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
2.00	EACH	Membership annual fee to the International Association of Arson Investigators for Juan Martinez, Fire Marshal and Wesley Bradley, Deputy Fire Marshal.	75.00	150.00
2.00	EACH	Texas Chapter IAAI Chapter annual Dues for Juan Martinez, Fire Marshal and Wesley Bradley, Deputy Fire Marshal	35.00	70.00
		Account No _____	Encumbrance	
		0-1100-422-10-300-001-0-810	220.00	
			Freight	.00
			Total	220.00

Authorized By: \_\_\_\_\_



AI-23313

7.B.

**2010-2011 GFOA Membership Dues**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Sergio Cruz, BUDGET & MANAGEMENT  
 Department: BUDGET & MANAGEMENT  
 Agenda Category: Membership Dues

Information

CAPTION

Department of Budget and Management:  
 Requesting approval to pay 2010-2011 membership dues to the Government Finance Officers Association for Raul Silguero Jr. (Budget Officer) in the amount of \$150.00.

BACKGROUND

The purpose of the Government Finance Officers Association is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices, and promoting them through education, training and leadership.

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-14-115-001-0-810  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 10/01/10, refer to req #183031.

Attachments

Link: [affidavit and applications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	10/01/2010 04:29 PM	APRV
2	Sylvia Solis	Sylvia Solis	10/01/2010 04:41 PM	APRV
3	Auditor's Office	Angela Garcia	10/01/2010 05:25 PM	APRV

Form Started By: Sergio Cruz Started On: 10/01/2010 04:21 PM

Final Approval Date: 10/01/2010

**TO THE COUNTY AUDITOR  
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES**

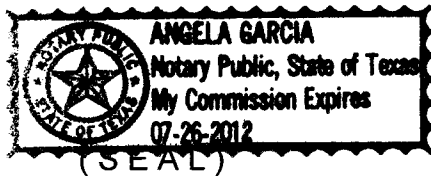
**THE STATE OF TEXAS  
COUNTY OF HIDALGO**

I, Raul Silguero Jr., do hereby state that my membership in the GFOA Govt. Fin. Officers Assn on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Raul Silguero Jr. DATE: 10/01/2010  
TITLE: DIRECTOR, DEPARTMENT OF BUDGET AND MANAGEMENT / BUDGET OFFICER.

Before me Angela Garcia, a Notary Public, appeared Raul Silguero Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Angela Garcia  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

APPLICATION

Send payments by check or money order to: GFOA, 3076 Eagle Way,  
Chicago, IL 60678-1030.

Send payments by credit card or purchase order, mail or fax to: GFOA, 203  
N. LaSalle St., Ste. 2700; Chicago, IL 60601-1210; fax: 312-977-4806

Please print or type.

Indicate if you are faxing this form. (Fax accepted only with credit card  
payment or purchase orders. DO NOT MAIL THE ORIGINAL.)

Name Raul Silguero Jr.

Title Budget officer/Director of Budget + Management

Employer Hidalgo County

Address 2818 S. Bus. Hwy 281

City Edinburg

State/Province Tx

Country USA

Zip/Postal Code 78501

Telephone (956) 292-7025

Fax (956) 292-7035

E-mail (REQUIRED) Paul.Silguero@co.hidalgo.tx.us



Please complete both sides of this application.

PAYMENT INFORMATION

Please check one:

PAYMENT BY CHECK.

Send to: GFOA, 3076 Eagle Way, Chicago, IL 60678-1030

PAYMENT BY CREDIT CARD (fax: 312/977-4806)

GFOA, 203 N. LaSalle St., Ste. 2700; Chicago, IL 60601-1210

American Express     Diner's Club     Discover Card  
 MasterCard             VISA

Name on Card \_\_\_\_\_

Account Number \_\_\_\_\_

Exp. date (mandatory) \_\_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_

PLEASE BILL ME. You must include a purchase order number.

P.O. No \_\_\_\_\_

MEMBER TYPES

*If full-time student, please include a copy of student identification card.*

Please check one:

Active             Additional Active  
 Associate         Educational         Inactive Retired

GOVERNMENTAL UNIT *(in the United States or Canada)*

*Refer to the enclosed GFOA Membership Fee Schedule.*

*Please check one and give size of unit, as requested:*

City: Population \_\_\_\_\_  
 County: Population 500-749K  
 Special District: Number of Employees \_\_\_\_\_  
 State/Province: Population \_\_\_\_\_  
 Retirement System: Number of Members \_\_\_\_\_  
 Federal

INTERNATIONAL *(Outside of the United States or Canada)*

*Refer to the enclosed GFOA Membership Fee Schedule.*

*Please check one and give size of unit, as requested:*

Developed Country  
 Developing Country  
 Associate

**AI-23231**

**8.A.**

**Homebuyer Assistance Program contract  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Estella Webber, URBAN COUNTY  
Submitted For: Michelle Mendoza  
Department: URBAN COUNTY  
Agenda Category: Urban County

**Information**

**CAPTION**

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

**BACKGROUND**

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME - Homebuyer Assistance Program. Approval is being requested to enter into contract with the following:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Eli Saldana	FY 2009	\$7,500	USDA	Lot 24 Tower Landing Subdivision Phase I Alamo, TX

**Fiscal Impact**

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
Urban County funds will be utilized.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 08:21 AM	APRV
2	Perla Lopez	Perla Lopez	09/30/2010 08:27 AM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Estella Webber  
Started On: 09/28/2010 04:20 PM  
Final Approval Date: 10/01/2010

**MONTHLY COLLECTION REPORT  
CC CONSENT**

Date: 10/05/2010  
 Submitted By: Maria Medina, AUDITOR'S OFFICE  
 Submitted For: Ray Eufracio  
 Department: AUDITOR'S OFFICE  
 Agenda Category: Auditor's Office

Information

CAPTION

Monthly Collection Reports for July and August 2010.

OFFICE	FEES & COST	MONTH
Anzalduas Park	"NO ACTIVITY"	August 2010
Delta Lake	\$ 484.00	August 2010
Constable Celestino Avila Jr.	\$ 1,260.00	August 2010
Constable Gilberto Alaniz	\$ 1,620.00	August 2010
Constable Eddie Guerra	\$ 1,160.00	August 2010
Deputy Constable Daniel Marichalar	\$ 440.00	August 2010
Law Library	\$ 1,097.25	July 2010
Law Library	\$ 1,659.75	August 2010
Tax Assessor/Collector	\$ 2,652,398.11	August 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:  
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 No funding required. No fiscal impact.

Attachments

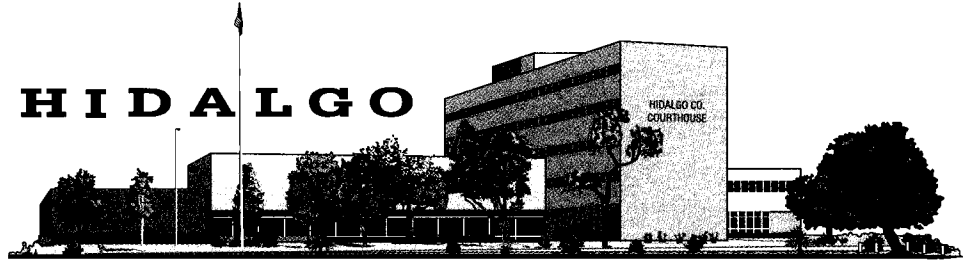
Link: [Collection Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/24/2010 04:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/24/2010 04:38 PM	APRV
3	Erika Zamora	Angela Garcia	09/24/2010 04:40 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Maria Medina  
 Started On: 09/24/2010 04:15 PM  
 Final Approval Date: 10/01/2010

# 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](http://www.co.hidalgo.tx.us/auditor)

September 24, 2010

The Honorable Rene Ramirez  
Hidalgo County Judge  
County Administration Building, 2nd Floor  
100 East Cano  
Edinburg, Texas 78539

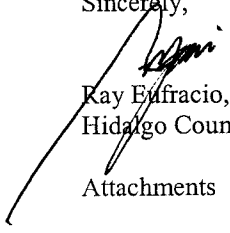
Dear Judge Ramirez:

Please include the attached Monthly Collection Reports on the next Commissioners' Court Agenda:

<u>OFFICE</u>	<u>FEES &amp; COST</u>	<u>MONTH</u>
Anzalduas Park	"NO ACTIVITY"	August 2010
Delta Lake	\$ 484.00	August 2010
Constable Celestino Avila Jr.	\$ 1,260.00	August 2010
Constable Gilberto Alaniz	\$ 1,620.00	August 2010
Constable Eddie Guerra	\$ 1,160.00	August 2010
Deputy Constable Daniel Marichalar	\$ 440.00	August 2010
Law Library	\$ 1,097.25	July 2010
Law Library	\$ 1,659.75	August 2010
Tax Assessor/Collector	\$ 2,652,398.11	August 2010

Thank you for your consideration in this matter.

Sincerely,

  
Ray Enfracio, CPA  
Hidalgo County Auditor

Attachments

## HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92<sup>ND</sup> D.C.    RODOLFO DELGADO JUDGE, 93<sup>RD</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 139<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    JUAN R. PARTIDA JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 370<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 389<sup>TH</sup> D.C.    AIDA SALINAS FLORES JUDGE, 398<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    JESSE CONTRERAS JUDGE, 449<sup>TH</sup> D.C.

PBA

HIDALGO COUNTY, TEXAS  
 ANZALDUAS PARK, PRECINCT 3  
 MONTHLY REPORT FOR THE MONTH ENDING  
August 31, 2010

	DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER			DEPOSIT SLIP NUMBER
						DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	
1	8/1/2010	0	349958	0	0	0	0	231	—
2	8/2/2010							231	
3	8/3/2010							231	
4	8/4/2010							231	
5	8/5/2010							231	
6	8/6/2010							231	
7	8/7/2010	PARK	Closed	Flooded	—	—	0	0	231 0
8	8/8/2010	PARK	Closed	Flooded	—	—	0	0	231 0
9	8/9/2010							231	
10	8/10/2010							231	
11	8/11/2010							231	
12	8/12/2010							231	
13	8/13/2010							231	
14	8/14/2010	PARK	Closed	Flooded	—	—	0	0	231 0
15	8/15/2010	PARK	Closed	Flooded	—	—	0	0	231 0
16	8/16/2010							231	
17	8/17/2010							231	
18	8/18/2010							231	
19	8/19/2010							231	
20	8/20/2010							231	
21	8/21/2010	PARK	Closed	Flooded	—	—	0	0	231 0
22	8/22/2010	PARK	Closed	Flooded	—	—	0	0	231 0
23	8/23/2010							231	
24	8/24/2010							231	
25	8/25/2010							231	
26	8/26/2010							231	
27	8/27/2010							231	
28	8/28/2010	PARK	Closed	Flooded	—	—	0	0	231 0
29	8/29/2010	PARK	Closed	Flooded	—	—	0	0	231 0
30	8/30/2010							231	
31	8/31/2010							231	

TOTAL RECEIPTS AND FUNDS COLLECTED: 0 x \$4.00 = 0

TOTAL AMOUNT DUE TO GENERAL FUND-----1100-347-40-123-000-0-000-----	\$ 0 -
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND-----	0 -
TOTAL FUNDS DUE TO THE COUNTY TREASURER-----	\$ 0 -

PREPARED BY: [Signature]

DATE: 9/13/10

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.  
[Signature]  
 JOSE M. FLORES  
 COMMISSIONER PRCT NO. 3

Sept. 14-2010  
 DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

HIDALGO COUNTY AUDITOR'S OFFICE  
 APPROVED BY: [Signature]  
 DATE: 9/20/10 9/23/10  
 X1 X2

**HIDALGO COUNTY, TEXAS**  
**DELTA LAKE PARK, PRECINCT 1**  
**MONTHLY REPORT FOR THE MONTH ENDING**  
**August 2010** *PBC*

DATE	BEGINNING RECEIPT NUMBER	ENDING RECEIPT NUMBER	TOTAL RECEIPTS ISSUED	TOTAL RECEIPT AMOUNT	COUNTY TREASURER			DEPOSIT SLIP NUMBER
					DEPOSIT AMOUNT	DATE OF DEPOSIT	RECEIPT NUMBER	
1	8/1/2010	288196	288215	20	\$ 40.00	8/2/2010	139595	211 01614
2	8/2/2010	288216	288217	2	\$ 4.00	8/5/2010	139699	211 01615
3	8/3/2010	288218	288222	5	\$ 10.00	8/5/2010	139700	211 01616
4	8/4/2010	288223	288227	5	\$ 10.00	8/5/2010	139701	211 01617
5	8/5/2010	288228	288231	4	\$ 8.00	8/9/2010	139761	211 01618
6	8/6/2010	288232	288232	1	\$ 2.00	8/9/2010	139762	211 01619
7	8/7/2010	288233	288258	26	\$ 52.00	8/9/2010	139763	211 01620
8	8/8/2010	288259	288281	23	\$ 46.00	8/9/2010	139764	211 01621
9	8/9/2010	288282	288284	3	\$ 6.00	8/12/2010	139871	211 01622
10	8/10/2010	288285	288286	2	\$ 4.00	8/12/2010	139872	211 01623
11	8/11/2010	288287	288289	3	\$ 6.00	8/12/2010	139873	211 01624
12	8/12/2010	288290	288293	4	\$ 8.00	8/16/2010	139929	211 01625
13	8/13/2010	288294	288296	3	\$ 6.00	8/16/2010	139930	211 01626
14	8/14/2010	288297	288311	15	\$ 30.00	8/16/2010	139931	211 01627
15	8/15/2010	288312	288328	17	\$ 34.00	8/16/2010	139933	211 01628
16	8/16/2010	288329	288329	1	\$ 2.00	8/19/2010	140105	211 01629
17	8/17/2010	288330	288333	4	\$ 8.00	8/19/2010	140106	211 01630
18	8/18/2010	288334	288337	4	\$ 8.00	8/19/2010	140107	211 01631
19	8/19/2010	288338	288341	4	\$ 8.00	8/23/2010	140108	211 01632
20	8/20/2010	288342	288346	5	\$ 10.00	8/23/2010	140109	211 01633
21	8/21/2010	288347	288367	21	\$ 42.00	8/23/2010	140110	211 01634
22	8/22/2010	288368	288386	19	\$ 38.00	8/23/2010	140111	211 01635
23	8/23/2010	288387	288387	1	\$ 2.00	8/27/2010	140311	211 01636
24	8/24/2010	288388	288389	2	\$ 4.00	8/27/2010	140312	211 01637
25	8/25/2010	288390	288392	3	\$ 6.00	8/27/2010	140313	211 01638
26	8/26/2010	288393	288397	5	\$ 10.00	8/30/2010	140314	211 01639
27	8/27/2010	288398	288398	1	\$ 2.00	8/30/2010	140315	211 01640
28	8/28/2010	288399	288413	15	\$ 30.00	8/30/2010	140316	211 01641
29	8/29/2010	288414	288430	17	\$ 34.00	8/30/2010	140317	211 01642
30	8/30/2010	288431	288435	5	\$ 10.00	9/2/2010	140451	211 01643
31	8/31/2010	288436	288437	2	\$ 4.00	9/2/2010	140452	211 01644
				242	\$ 484.00	\$484.00		

TOTAL RECEIPTS AND FUNDS COLLECTED:

242 x \$2.00 = \$ 484.00

TOTAL AMOUNT DUE TO GENERAL FUND-----1100-347-40-121-000-0-000-----		\$ 484.00
LESS: TOTAL AMOUNTS REMITTED TO GENERAL FUND-----		\$ 484.00
TOTAL FUNDS DUE TO THE COUNTY TREASURER-----		\$ -

PREPARED BY: *[Signature]*

DATE: 9/3/10

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

HIDALGO COUNTY AUDITOR'S OFFICE

APPROVED BY: *[Signature]* DATE: 9/3/10

A.C. CUELLAR, JR.

COMMISSIONER PRCT NO. 1

DATE

THIS REPORT IS DUE IN THE OFFICE OF THE COUNTY AUDITOR BEFORE THE FIFTH (5TH) WORKING DAY OF THE FOLLOWING MONTH.

X1 X1

# Constable Celestino Avila Jr. Monthly Report

For the Month Ending August 2010 PBC

Date	Plaintiff	Defendant	Receipt #	Cause #	Type of Service	In/Out County	Court	Treasurer #	Amount Due
Tuesday, August 03, 2010	Arbor Cove Single Family Homes	Sylvia Garcia and all other occupants	010335-1	FED10-065JM	FED	In County	Justice Clerk	139739	\$60.00
Tuesday, August 03, 2010	Citibank ( South Dakota )	Alex T. Bellinger Sr.	010336-1	C-1048-10-21	Civil Claims	In County	Justice Clerk	139739	\$60.00
Tuesday, August 03, 2010	Discover Bank	Fernando L. Garcia	010337-1	C-1050-10-21	Civil Claims	In County	Justice Clerk	139739	\$60.00
Monday, August 09, 2010	Juan Villanueva	Victor Moreno	010338-1	SC10-044JM	Small Claims	In County	Justice Clerk	139919	\$50.00
Thursday, August 12, 2010	Federal National Mortgage Association	George Alonzo Hernandez and all other occupants, was dismissed as per Atty.	010339-1	FED10-067JM	FED	In County	Justice Clerk	139739	\$60.00
Friday, August 13, 2010	David R. Wiggleton	Pablo Castillo	010340-1	CV12,824	Civil Claims	Out of County	District Clerk	139919	\$60.00
Thursday, August 19, 2010	LVNV FUNDING	FRANCISCO J. RIVAS	010341-1	C-1121-10-21	Civil Claims	In County	Justice Clerk	140307	\$60.00
Thursday, August 19, 2010	Palisades Collection L.L.C.	MAXIMO RODRIGUEZ	010342-1	C-1122-10-21	Civil Claims	In County	Justice Clerk	140307	\$60.00
Thursday, August 19, 2010	NORTH STAR ACQUISITION LLC	MARIA A. RAZO	010343-1	C-1141-10-21	Civil Claims	In County	Justice Clerk	140307	\$60.00
Thursday, August 19, 2010	NORTH STAR CAPITOL ACQUISITION LLC	ALBERTO LIMON JR	010344-1	C-1139-10-21	Civil Claims	In County	Justice Clerk	140307	\$60.00
Thursday, August 19, 2010	CAPITAL ONE BANK (USA) N.A.	MONICA CANO / Note: Rule 536B Mail	010345-1	C-1159-10-21	Civil Claims	In County	Justice Clerk	140307	\$60.00

Thursday, September 02, 2010

Page 1 of 2



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: Celestino Avila Jr.  
Constable, Precinct 1

Prepared by: [Signature]  
Chief Deputy

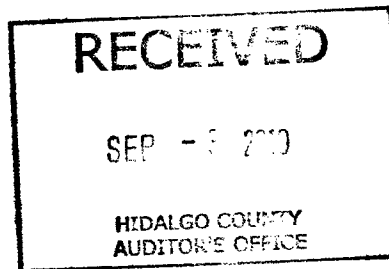
HIDALGO COUNTY AUDITOR'S OFFICE  
APPROVED BY: [Signature]  
DATE: 9/10/10 9/22/09/13/10

	Plaintiff	Defendant	Receipt #	Case #	Type of Service	In/Out County	Court	Treasurer #	Amount
Friday, August 20, 2010	BAC Home Loan servicing LP, FKA	Omar castro and all other occupants	010346-1	FED10-061JM	Writ of Possession	In County	Justice Clerk	140307	\$200.00
Thursday, August 26, 2010	Eustacio & Mary F. Martinez	Sergio Tinoco	010347-1	322010S0015926	Small Claims	Out of County	Justice Clerk	140308	\$50.00
Monday, August 30, 2010	Federal National Mortgage association	Diana Labrada and all other Occupants	010348-1	FED10-076JM	FED	In County	Justice Clerk	140411	\$60.00
Tuesday, August 31, 2010	The State of Texas	Janie Cantu Ramirez	010349-1	CR-1869-08-21	Warrant Fee	In County	Justice Clerk	140411	\$50.00
Tuesday, August 31, 2010	The State of Texas	Janie Cantu Ramirez	010349-1	CR-1868-08-21	Warrant Fee	In County	Justice Clerk	140411	\$50.00
Tuesday, August 31, 2010	Wells Fargo Bank	Saul Rios and all other Occupants	010350-1	FED10-059JM	Writ of Possession	In County	Justice Clerk	140411	\$200.00

Grand Total

\$1,260.00

TD  
X-7  
A



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge

Approved by: [Signature]  
Constable, Precinct 1

Prepared by: [Signature]  
Chief Deputy



# CONSTABLE GILBERTO ALANIZ MONTHLY REPORT

For the Month Ending Aug-10 *PBC*

RECEIVED BY  
COUNTY AUDITOR

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE							TREASURER RECEIPT	AMOUNTS DUE TO COUNTY			
					OUT OF COUNTY (OC)/ IN-COUNTY (IC)	OC	IC	Justice Clerk	County Clerk	District Clerk	Other			Const Sale		
2-Aug	Don & Julie Holden Foundation <sup>4</sup>	Robert T. Davis & Linda M. Davis <sup>4</sup>	8885 <sup>4</sup>	12463 <sup>4</sup>	Civil Claims Citation	X					X				\$139778	\$120.00
		(x2)														
3-Aug	Merritt Hawkins & Associates <sup>4</sup>	Franklin Beltre MD ETAL Valley <sup>4</sup>	8886 <sup>4</sup>	DC-10-08834-L <sup>4</sup>	Civil Claims Citation	X					X				\$139778	\$120.00
		Medical Care, and Blazing Indigo <sup>4</sup>														
		LLC dba Valley Medical Footcarex2 <sup>4</sup>														
6-Aug	Discover Bank <sup>4</sup>	Myrna Herrera <sup>4</sup>	8887 <sup>4</sup>	CL-10-2430-F <sup>4</sup>	Civil Claims Citation		X			X					\$139778	\$60.00
6-Aug	The State Of Texas <sup>4</sup>	\$87,000.00 In US Currency <sup>4</sup>	8888 <sup>4</sup>	81124 <sup>4</sup>	Civil Claims Citation	X					X				\$139778	\$60.00
		Ramon Armando Cortez <sup>4</sup>														
13-Aug	Candido Jimenez <sup>4</sup>	Francisco P. Garcia <sup>4</sup>	8889 <sup>4</sup>	10-C-3553 <sup>4</sup>	Civil Claims Citation	X				X					\$139926	\$60.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Rachel Oliva <sup>4</sup>	8890 <sup>4</sup>	C-1113-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$60.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Maria D. Puente <sup>4</sup>	8891 <sup>4</sup>	C-1115-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$60.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Jose L. Garza <sup>4</sup>	8892 <sup>4</sup>	C-1116-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$60.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Ramon A Cardenas (x2) <sup>4</sup>	8893 <sup>4</sup>	C-1118-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$120.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Guadalupe Gonzalez <sup>4</sup>	8894 <sup>4</sup>	C-1120-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$60.00
17-Aug	LVNV Funding LLC <sup>4</sup>	Rodolfo Ortiz <sup>4</sup>	8895 <sup>4</sup>	C-1123-10-21 <sup>4</sup>	Civil Claims Citation		X	X							\$140072	\$60.00
Page Total														1	\$840.00	
Grand Total																



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by:

*Gilberto Chato Alaniz*  
Constable, Precinct 2

Prepared by:

*Sandy Alaniz*

HIDALGO COUNTY AUDITOR'S OFFICE

APPROVED BY: *bma up*

DATE: 9/3/10 9/15/10 ABD 9/16/10

*11*

**CONSTABLE GILBERTO ALANIZ MONTHLY REPORT**  
**For the Month Ending Continu of August 10**

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE			Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
					OUT OF COUNTY (OC)	IN-COUNTY (IC)	OC/IC							
17-Aug	LVNV Funding LLC	David Jimenez	8896	C-1124-10-21		X	X						140072	\$60.00
17-Aug	Discover Bank	Eulalia Gutierrez	8897	C-1125-10-21		X	X						140072	\$60.00
17-Aug	B I A Card Services N.A	Ruben E. Rocha	8898	C-1128-10-21		X	X						140072	\$60.00
17-Aug	North Star Capital Acquisition LLC	Eduardo Garcia	8899	C-1134-10-21		X	X						140072	\$60.00
17-Aug	North Star Capital Acquisition LLC	Erica Hernandez	8900	C-1135-10-21		X	X						140072	\$60.00
17-Aug	North Star Capital Acquisition LLC	Raul T. Sanchez	8901	C-1136-10-21		X	X						140072	\$60.00
17-Aug	North Star Capital Acquisition LLC	Vicente G. Dominguez	8902	C-1138-10-21		X	X						140072	\$60.00
18-Aug	LLC Palisades Collection	Rebecca G. Fernandez	8903	C-1148-10-21		X	X						140072	\$60.00
18-Aug	F I A Card Services N.A	Claudia Y. Torres	8904	C-1155-10-21		X	X						140072	\$60.00
18-Aug	F I A Card Services N.A	Manuel A. Pruyero	8905	C-1156-10-21		X	X						140072	\$60.00
20-Aug	Leticia Salas Vento	Rogelio Saucedo Vento	8906	2010-DCL-04964		X				X			140072	\$60.00
27-Aug	Joe Waymon Price	Landstar Ranger Inc./Arts Carrier												
		inc... and Arturo Salinas Serna(x2)	8907	2450006-0		X				X			140300	\$120.00
													Page Total	\$780.00
													Grand Total	\$1,620.00



This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.

Approved by:

*Dilbert Chato Alaniz*  
 Constable, Precinct 2

Prepared by:

*Sandy Alaniz*

X-7 A

**CONSTABLE, PCT. 4 EDDIE GUERRA MONTHLY REPORT**  
**For the Month Ending August 2010**  
**"REVISED"**

**RECEIVED**  
 COUNTY AUDITOR SEP 15 2010

2010 SEP 15  
 pbc

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE		Justice Clerk	County Clerk	District Clerk	Other	SALGO COUNT	AUDITOR'S SUBS	RECEIPT
					OUT OF COUNTY (OC)	IN-COUNTY (IC)							
8/2/2010	LINDA WHITE	DONALD WHITE	9463-4	JP 1-10-CV-00044	CITATION (1)	X	X				139733		\$60.00
8/6/2010	KELLY A. GOLDSBERRY	CHERYL L. CANTU	9464-4	SC08-058 JM	CITATION (1)	X	X				139733		\$60.00
8/9/2010	TARRANT COUNTY	JAVIER VASQUEZ	9465-4	E25039-09	CITATION (1)	X			X		139904		\$60.00
8/9/2010	INVACARE CORPORATION	PHILIP ORSIRIS MEDICAL INNO	9466-4	DC10-07814-F	CITATION (1)	X			X		139904		\$60.00
8/10/2010	BANK OF AMERICA	RICARDO CALDERON	9467-4	CL-10-2429-A	CITATION (1)	X		X			139904		\$60.00
8/17/2010	FIA CARD SERVICES NA	MONICA M. GALVAN	9468-4	CL-10-2428-A	CITATION (1)	X		X			140073		\$60.00
8/17/2010	PALISADES COLLECTION LLC	KERRI S. GOMEZ	9469-4	CL-10-2426-F	CITATION (1)	X		X			140073		\$60.00
8/17/2010	LVNV FUNDING LLC	JOEL H. GARCIA	9470-4	C-1114-10-21	CITATION (1)	X		X			140073		\$60.00
8/17/2010	NORTH STAR CAPITAL ACQUIS	GIL, JOSEFA	9471-4	C-1132-10-21	CITATION (1)	X		X			140073		\$60.00
8/17/2010	NORTH STAR CAPITAL ACQUIS	STEVEN L. EMMONS	9472-4	C-1133-10-21	CITATION (1)	X		X			140073		\$60.00
8/17/2010	DISCOVER BANK	SILVESTRE ZAMORA	9473-4	C-1150-10-21	CITATION (1)	X		X			140073		\$60.00
8/17/2010	DISCOVER BANK	RENE VILLALON, JR	9474-4	C-1151-10-21	CITATION (1)	X		X			140073		\$60.00
8/23/2010	HERMINIA GARCIA	IRENE HERNANDEZ	9475-4	CL-09-1878-A	WRIT OF EXECUTION (1)	X		X			140349		\$200.00
8/23/2010	ERINDALE PROPERTIES LLC	ANNAIL P. GUTIERREZ	9476-4	1010-40315-C	CITATION (1)	X	X				140349		\$120.00
8/23/2010	ERINDALE PROPERTIES LLC	YERIKA P. FELIX	"	"	"	X	X				140349		"



*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.*

Approved by: \_\_\_\_\_  
 Constable, Precinct 4

Prepared by: Nancy Ponce

HIDALGO COUNTY AUDITOR'S OFFICE  
 APPROVED BY: [Signature]  
 DATE: 9/23/10

*Revised*

**CONSTABLE, PCT. 4 EDDIE GUERRA MONTHLY REPORT**  
**For the Month Ending August 2010**

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE		Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT
					OUT OF COUNTY (OC)	IN-COUNTY (IC)						
8/30/2010	HIGGINBOTHAM BROS. AND CO	REBECCA LOREDO DBA LOREDO	9477-4	SC0996	X		X					140377 \$60.00
8/30/2010	STATE FARM MUTUAL AUTOM	WILLIE LEE JOHNSON JR	9478-4	10-000186-CV-CCL	X			X				140377 \$60.00
8/9/2010												
8/9/2010												
8/10/2010												
8/17/2010												
8/17/2010												
8/17/2010												
8/17/2010												
8/17/2010												
8/17/2010												
8/17/2010												
8/23/2010												
8/23/2010												
8/23/2010												



*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.*

Approved by: \_\_\_\_\_  
 Constable, Precinct 4

Prepared by: Nancy Ponce  
 1,160.00  
 \$

**CONSTABLE EDUARDO BAZAN MONTHLY REPORT  
FOR THE MONTH ENDING AUGUST**

Aug-10

*PBC*

DATE	PLAINTIFF'S NAME	DEFENDANT'S NAME	RECEIPT NUMBER	CAUSE NUMBER	TYPE OF SERVICE					Justice Clerk	County Clerk	District Clerk	Other	Const Sale	TREASURER RECEIPT	AMOUNTS DUE TO COUNTY
					OUT OF COUNTY (OC)	OC	OC	OC	OC							
8/9/2010	BAC Home Loan	Alfredo Hinojosa	8669	FED10-346	FED					xx	xxx				139777	\$60.00
8/12/2010	Jesse Webber	Hector G. Ruiz	8670	FED10-347	FED					xx	xxx				1394536	\$60.00
8/16/2010	COMPASS BANK	ANTONIA & JAVIER RODRIGUE	8671	FED10-342	WRIT OF EVEC.					xx	xxx				139946	\$200.00
8/18/2010	George Rubio	Blanca Vidaurri	8672	FED10-348	FED					xx	xxx				140005	\$60.00
8/25/2010	<del>La Pasa</del> <i>Asada</i> Apts.	Jorge L. Martinez	8673	FED10-351	FED					xx	xxx				140202	\$60.00
															2010 SEP 8 PM 11 14 COUNTY AUDITOR RECEIVED BY	
															Page Total	\$440.00
															Grand Total	\$440.00

*211X24*



*This report has been personally reviewed by me and which I certify to be true and correct to the best of my knowledge.*

Approved by:

DANIEL MARICHALAR  
Constable, Precinct 5

*Dm*

Prepared by:

ROXANNE ELIZONDO

*RE*

HIDALGO COUNTY AUDITOR'S OFFICE  
APPROVED BY:

DATE: *8/27/10* *9/1/10* *9/8/10* *9/14/10*

*11/10*

**RECEIVED**

**HIDALGO COUNTY LAW LIBRARY  
MONTHLY FEES REPORT  
FOR THE MONTH ENDED July 31, 2010**

AUG 10 2010

**PART I: SUMMARY OF MONTHLY COLLECTIONS**

HIDALGO COUNTY  
AUDITOR'S OFFICE

A	B Receipt Date	C Law Library Receipt # Sequence		E Total Collected	F COUNTY TREASURER			H OVER/ (SHORT)
		C BEG #	D END #		F Receipt Amount	G Receipt No.	G Receipt Date	
1	1-Jul-10	0	0	\$ -				-
2	2-Jul-10	46121	46128	\$ 44.25	44.25	138858	07/06/10	-
3	3-Jul-10	0	0	\$ -				-
4	4-Jul-10	0	0	\$ -				-
5	5-Jul-10	0	0	\$ -				-
6	6-Jul-10	46129	46145	\$ 79.50	79.50	138894	07/07/10	-
7	7-Jul-10	46146	46157	\$ 82.75	82.75	138968	07/09/10	-
8	8-Jul-10	46158	46164	\$ 20.75	20.75	138987	07/12/10	-
9	9-Jul-10	46165	46172	\$ 35.00	35.00	138988	07/12/10	-
10	10-Jul-10	0	0	\$ -				-
11	11-Jul-10	0	0	\$ -				-
12	12-Jul-10	46173	46190	\$ 95.75	95.75	139039	07/13/10	-
13	13-Jul-10	46191	46200	\$ 85.75	85.75	139071	07/14/10	-
14	14-Jul-10	46201	46212	\$ 51.25	51.25	139100	07/15/10	-
15	15-Jul-10	46213	46223	\$ 76.25	76.25	139168	07/16/10	-
16	16-Jul-10	46224	46229	\$ 22.75	22.75	139338	07/26/10	-
17	17-Jul-10	0	0	\$ -				-
18	18-Jul-10	0	0	\$ -				-
19	19-Jul-10	46230	46242	\$ 80.75	80.75	139339	07/26/10	-
20	20-Jul-10	46243	46247	\$ 28.25	28.25	139340	07/26/10	-
21	21-Jul-10	46248	46260	\$ 107.25	107.25	139341	07/26/10	-
22	22-Jul-10	46261	46271	\$ 69.00	69.00	139342	07/26/10	-
23	23-Jul-10	46272	46282	\$ 22.50	22.50	139343	07/26/10	-
24	24-Jul-10	0	0	\$ -				-
25	25-Jul-10	0	0	\$ -				-
26	26-Jul-10	46283	46291	\$ 37.00	37.00	139656	08/05/10	-
27	27-Jul-10	46292	46299	\$ 41.50	41.50	139657	08/05/10	-
28	28-Jul-10	46300	46304	\$ 26.75	26.75	139658	08/05/10	-
29	29-Jul-10	46305	46313	\$ 43.25	43.25	139660	08/05/10	-
30	30-Jul-10	46314	46319	\$ 47.00	47.00	139659	08/05/10	-
31	31-Jul-10	0	0	\$ -				-

**TOTAL RECEIPTS AND FUNDS COLLECTED** 1,097.25 0.00  
**LESS: REIMBURSEMENTS** 0.00  
**TOTAL REVENUE COLLECTIONS** 1,097.25

FOR RECEIPT #(s):

**PART II: SUMMARY OF YEARLY COLLECTIONS:**

January	\$ 1,554.25	July	\$ 1,097.25	HIDALGO COUNTY AUDITOR'S OFFICE APPROVED BY: <u>                    </u> DATE: <u>8/18/10</u>
February	\$ 1,809.25	August	\$ -	
March	\$ 2,038.25	September	\$ -	
April	\$ 2,366.75	October	\$ -	
May	\$ 1,639.25	November	\$ -	
June	\$ 1,188.50	December	\$ -	
(1) Subtotal	\$ 10,596.25	(2) Subtotal	\$ 1,097.25	

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

Anaia Chapa  
LAW LIBRARIAN OF HIDALGO COUNTY, TX

This report is due in the Office of the County Auditor before the (5th) workday of the following month.

X1 X2

**HIDALGO COUNTY LAW LIBRARY  
MONTHLY FEES REPORT  
FOR THE MONTH ENDED August 31, 2010**

**RECEIVED**

SEP - 3 2010

**PART I: SUMMARY OF MONTHLY COLLECTIONS**

A	B Receipt Date	C Law Library Receipt # Sequence		E Total Collected	F COUNTY TREASURER		G Receipt No.	H RECEIPT DATE	HIDALGO COUNTY AUDITOR'S OFFICE	OVER/ (SHORT)
		BEG #	END #		Receipt Amount	Receipt Date				
1	1-Aug-10	0	0	\$ -						-
2	2-Aug-10	46320	46334	\$ 144.00	144.00	139663	08/05/10			-
3	3-Aug-10	46335	46346	\$ 64.00	64.00	139666	08/05/10			-
4	4-Aug-10	46347	46357	\$ 26.25	26.25	139688	08/05/10			-
5	5-Aug-10	46358	46362	\$ 54.00	54.00	139772	08/10/10			-
6	6-Aug-10	46363	46367	\$ 23.00	23.00	139773	08/10/10			-
7	7-Aug-10	0	0	\$ -						-
8	8-Aug-10	0	0	\$ -						-
9	9-Aug-10	46368	46380	\$ 111.75	111.75	139774	08/10/10			-
10	10-Aug-10	46381	46393	\$ 92.00	92.00	139832	08/12/10			-
11	11-Aug-10	46394	46408	\$ 126.00	126.00	139833	08/12/10			-
12	12-Aug-10	46409	46421	\$ 105.75	105.75	139869	08/13/10			-
13	13-Aug-10	46422	46425	\$ 25.75	25.75	139944	08/17/10			-
14	14-Aug-10	0	0	\$ -						-
15	15-Aug-10	0	0	\$ -						-
16	16-Aug-10	46426	46440	\$ 67.75	67.75	140010	08/19/10			-
17	17-Aug-10	46441	46452	\$ 86.00	86.00	140011	08/19/10			-
18	18-Aug-10	46453	46469	\$ 111.00	111.00	140012	08/19/10			-
19	19-Aug-10	46470	46485	\$ 74.25	74.25	140055	08/20/10			-
20	20-Aug-10	46486	46492	\$ 77.00	77.00	140118	08/24/10			-
21	21-Aug-10	0	0	\$ -						-
22	22-Aug-10	0	0	\$ -						-
23	23-Aug-10	46493	46502	\$ 39.25	39.25	140119	08/24/10			-
24	24-Aug-10	46503	46512	\$ 77.00	77.00	140146	08/25/10			-
25	25-Aug-10	46513	46525	\$ 143.25	143.25	140224	08/26/10			-
26	26-Aug-10	46526	46535	\$ 61.00	61.00	140292	08/30/10			-
27	27-Aug-10	46536	46544	\$ 40.75	40.75	140364	08/31/10			-
28	28-Aug-10	0	0	\$ -						-
29	29-Aug-10	0	0	\$ -						-
30	30-Aug-10	46545	46559	\$ 67.75	67.75	140365	08/31/10			-
31	31-Aug-10	46560	46568	\$ 42.25	42.25	140428	09/02/10			-

**TOTAL RECEIPTS AND FUNDS COLLECTED** 1,659.75 X24 0.00  
**LESS: REIMBURSEMENTS** 0.00 FOR RECEIPT #(s):  
**TOTAL REVENUE COLLECTIONS** 1,659.75

**PART II: SUMMARY OF YEARLY COLLECTIONS:**

January	\$ 1,554.25	July	\$ 1,097.25	HIDALGO COUNTY AUDITOR'S OFFICE APPROVED BY: <u>[Signature]</u> DATE: <u>9/10/2010</u>	
February	\$ 1,809.25	August	\$ 1,659.75		
March	\$ 2,038.25	September	\$ -		
April	\$ 2,366.75	October	\$ -		
May	\$ 1,639.25	November	\$ -		
June	\$ 1,188.50	December	\$ -		
(1) Subtotal	<u>\$ 10,596.25</u>	(2) Subtotal	<u>\$ 2,757.00</u>		Total (1+2) <u>\$ 13,353.25</u>

THIS REPORT HAS BEEN PERSONALLY PREPARED & REVIEWED BY ME & I CERTIFY IT TO BE TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE.

Angeles Z. Chapa  
LAW LIBRARIAN OF HIDALGO COUNTY, TX

X108

Prepared By: Crystal C. <sup>CAC</sup> 9/17/10  
Date: 09/17/10

**Hidalgo County Tax Office  
Collections Summary  
For the Month ended August 31, 2010**

Hidalgo County Tax Collections	2,648,641.64 ✓	M1-1
Administrative Fees Collected	3,179.06 ✓	M1-1
Road District # 2 Collections	282.96 ✓	M2-1
Road District # 5 Collections	281.04 ✓	M3-1
Road District # 7 Collections	-	M4-1
Road District # 11 Collections	-	M5-1
Road District # 12 Collections	-	M6-1
Road District # 14 Collections	-	M7-1
Road District # 15 Collections	13.41 ✓	M8-1
State District Collections	-	M9-1
Total Collections	<u>2,652,398.11</u> k ^	



**RECEIVED**

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
HIDALGO COUNTY TAXES COLLECTED  
AUGUST 2010

9/15/10CAC

PBC

**COMPARATIVE RATE OF COLLECTIONS**

HIDALGO COUNTY	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
2010 TAX ROLL	0.00	0.00	0.00	0.00	0.00	#DIV/0!	0.00%
2009 & PRIOR YRS ROLLBACK	✓ 38,313,467.69	mi-12 ✓ 3,678,231.72	mi-12	0.00	✓ (620,566.35)	mi-12 9.76%	9.27%
	✓ 133,856.74	mi-13 ✓ 22,138.46	mi-13	0.00	✓ 17,731.35	mi-13 14.60%	9.26%
TOTALS	✓ 38,447,324.43	mi-14 ✓ 3,700,370.18	mi-14	0.00	✓ (602,835.00)	mi-14 14.11%	
2009 TAX ROLL	161,386,867.48	✓ 150,130,854.15	mi-12	0.00	✓ 1,113,581.16	mi-12 92.39%	90.28%

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010**

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	✓ (10,470.21) CURRENT
CURRENT YEAR-P&I	0.00	✓ (115,760.00) PRIOR
PRIOR YEARS-BASE TAX	1,798,732.45	✓ 17,731.35 (RB) mi-13
PRIOR YEARS-P&I	495,867.42	
ROLLBACK BASE	20,032.04	
ROLLBACK P&I	4,031.70	
ATTORNEY FEES	329,978.03	
TAX CERTIFICATE FEES	0.00	
SERVICE CHG FEES	0.00	
MISC FEES	0.00	
TOTAL COLLECTIONS	2,648,641.64	
LESS HCAD COMM REND. PEN. (CURR)	268.39	
LESS HCAD COMM REND. PEN. (DELQ)	126.52	
SUP#11 ADJUSTMENT	0.00	
LESS SI PRORATION	0.00	
LESS HCAD REND ADJUSTMENTS	0.00	
LESS TRANSFERRED	1,591,078.90	
LESS IN TRANSIT	727,189.80	
LESS DUE TO DEL TAX ATTY FEES	329,978.03	
LESS SPECIAL INV DISBURSED	-	
LESS DUE TO CO TREASURER	0.00	
	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

*Armando Barrera Jr.*  
ASSESSOR-COLLECTOR OF TAXES FOR HIDALGO COUNTY, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

*Hilda Fuentes*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: CAC/9-17-10  
479/1/10

mi



ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 2 TAXES COLLECTED  
AUGUST 2010

PBC

**COMPARATIVE RATE OF COLLECTIONS**

ROAD DIST # 2	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1981 & PRIOR YRS	114.80 ✓	53.42 ✓	0.00	0.00	61.38 ✓	46.53%	0.00%
TOTALS	114.80 <i>ma-5</i>	53.42 <i>ma-5</i>	0.00	0.00 <i>ma-5</i>	61.38 <i>ma-6</i>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010**

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	53.42 <i>ma-3</i>	0.00 PRIOR
PRIOR YEARS-P&I	192.62 <i>ma-3</i>	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	36.92 <i>ma-3</i>	
TOTAL COLLECTIONS	282.96 <i>ma-4</i>	0.00 <i>ma-6</i>
LESS REFUNDS	0.00	
LESS TRANSFERRED	2.54 <i>ma-2, mi-34</i>	
LESS IN TRANSIT	243.50 <i>ma-2, mi-34</i>	
LESS DUE TO DEL TAX ATTY FEES	36.92 <i>ma-2, mi-33</i>	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

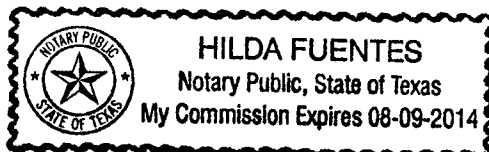
I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 2

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

*Hilda Fuentes*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: *CAC/9.16.10*  
*4/9/17/10*

*ma-1*



ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 5 TAXES COLLECTED  
AUGUST 2010

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 5	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTI 2009/2010
1999 & PRIOR YRS ROLLBACK	14,475.10 ✓ 0.00	189.23 ✓ 0.00	0.00 0.00	(592.10) ✓ 0.00	13,693.77 ✓ 0.00	1.36% 0.00%	2.3 100.0
TOTALS	14,475.10 +m3-7	189.23 +m3-7	0.00	(592.10) +m3-7	13,693.77 +m3-8		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010

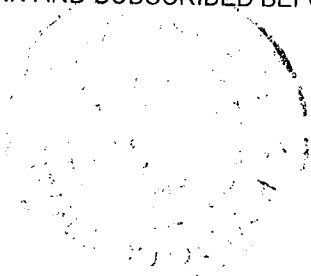
		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	
CURRENT YEAR-P&I	0.00	0.00 CURRENT
PRIOR YEARS-BASE TAX	92.62 +m3-3 ✓	
PRIOR YEARS-P&I	152.30 +m3-3 ✓	0.00 PRIOR
ROLLBACK BASE	0.00	
ROLLBACK P&I	0.00	0.00 (RB)
ATTORNEY FEES	36.12 +m3-5 ✓	
TOTAL COLLECTIONS	281.04 +m3-5 ✓	
LESS REFUNDS (BASE)	0.00	0.00 +m3-8
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	206.70 +m3-2, m1-34	
LESS IN TRANSIT	38.22 +m3-2, m1-34a	
LESS DUE TO DEL TAX ATTY FEES	36.12 +m3-2, m1-33 ✓	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

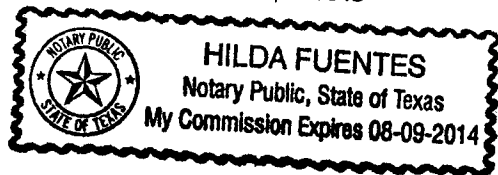
*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 5

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.



*Hilda Fuentes*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: CA 9.16.10  
4/29/11/10

m3-1

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 7 TAXES COLLECTED  
AUGUST 2010

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 7	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1980 & PRIOR YRS	31.92 ✓	0.00 ✓	0.00	0.00 ✓	31.92 ✓	0.00%	0.00%
TOTALS	31.92 M4-3	0.00 M4-3	0.00	0.00 M4-3	31.92 M4-4		

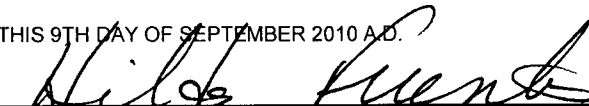
BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 M4-2	0.00 M4-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 M4-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

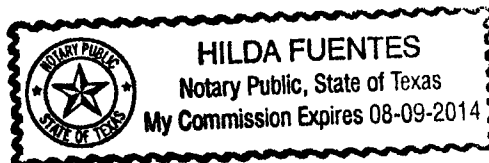
  
ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 7

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: CAC/9.16.10

439/17/10





ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 11 TAXES COLLECTED  
AUGUST 2010

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 11	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1979 & PRIOR YRS	69.28	0.00	0.00	0.00	69.28	0.00%	0.00%
TOTALS	69.28 <i>MS-3</i>	0.00 <i>MS-3</i>	0.00	0.00 <i>MS-3</i>	69.28 <i>MS-4</i>		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 <i>MS-2</i>	0.00 <i>MS-4</i>
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DEL TAX ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 <i>MS-2</i>	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

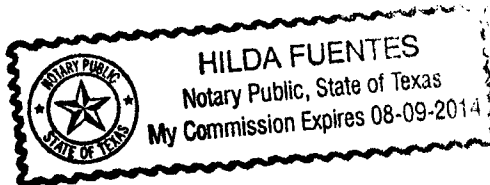
*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 11

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

*Hilda Fuentes*

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: *CAC 9.16.10*  
*UT 9/17/10*

*MS-1*



ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 12 TAXES COLLECTED  
AUGUST 2010

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 12	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1978 & PRIOR YRS	10.62 ✓	0.00	0.00	0.00	10.62 ✓	0.00%	0.00%
TOTALS	10.62 M6-3	0.00 M6-3	0.00	0.00 M6-3	10.62 M6-4		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010

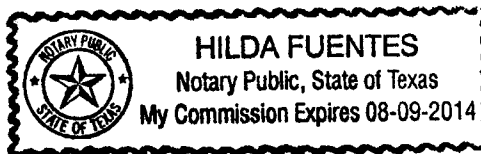
		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 M6-2	0.00 M6-4 ✓
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS(P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 M6-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 12

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: CAC 9.16.10  
479/1110

M6-1

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
ROAD DIST # 14 TAXES COLLECTED  
AUGUST 2010

PBC

COMPARATIVE RATE OF COLLECTIONS

ROAD DIST # 14	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1979 & PRIOR YRS	78.74	78.74	0.00	0.00	0.00	100.00%	0.00%
TOTALS	78.74	78.74	0.00	0.00	-		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	0.00 PRIOR
PRIOR YEARS-BASE TAX	0.00	0.00 (RB)
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00	0.00
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00	

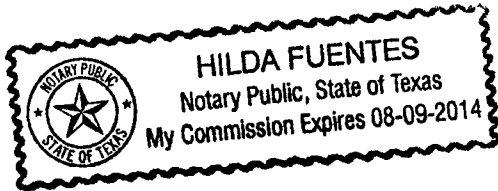
I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 14

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

*Hilda Fuentes*  
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
DATE: 8/19/10  
47917/10

Note: 100% of Original Tax Levy was collected, therefore no need to submit monthly report for this entity.

M7



ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
 ROAD DIST # 15 TAXES COLLECTED  
 AUGUST 2010  
 PBC

**COMPARATIVE RATE OF COLLECTIONS**

ROAD DIST # 15	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1993 & PRIOR YRS ROLLBACK	2,054.12 0.00	26.35 ✓ 0.00	0.00 0.00	(135.24) ✓ 0.00	1,892.53 ✓ 0.00	1.37% 0.00%	0.72% 100.00%
TOTALS	2,054.12	26.35	0.00	(135.24)	1,892.53		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010**

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	3.71 ✓	(1.86) PRIOR
PRIOR YEARS-P&I	7.96 ✓	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	1.74 ✓	
TOTAL COLLECTIONS	13.41 ✓	(1.86)
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	7.91 ✓	
LESS IN TRANSIT	3.76 ✓	
LESS DUE TO DELQ ATTY FEES	1.74 ✓	
LESS DUE TO CO TREASURER	0.00	
	0.00	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR ROAD DISTRICT # 15

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.

*Hilda Fuentes*

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: 9/9/10  
 479/17/10

ms-1

ARMANDO BARRERA JR., ASSESSOR & COLLECTOR  
 STATE DIST TAXES COLLECTED  
 AUGUST 2010

PBC

**COMPARATIVE RATE OF COLLECTIONS**

STATE DIST	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2010/2011	COLLECTED 2009/2010
1979 & PRIOR YRS	53.45	0.00	0.00	0.00	53.45	0.00%	0.00%
TOTALS	53.45 Ma-3	0.00 Ma-3	0.00	0.00 Ma-3	53.45 Ma-4		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF AUGUST 2010**

		MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	0.00	0.00 CURRENT
CURRENT YEAR-P&I	0.00	
PRIOR YEARS-BASE TAX	0.00	0.00 PRIOR
PRIOR YEARS-P&I	0.00	
ROLLBACK BASE	0.00	0.00 (RB)
ROLLBACK P&I	0.00	
ATTORNEY FEES	0.00	
TOTAL COLLECTIONS	0.00 Ma-2	0.00 Ma-4
LESS REFUNDS (BASE)	0.00	
LESS REFUNDS (P&I)	0.00	
LESS TRANSFERRED	0.00	
LESS IN TRANSIT	0.00	
LESS DUE TO DELQ ATTY FEES	0.00	
LESS DUE TO CO TREASURER	0.00	
BALANCE	0.00 Ma-2	

I, ARMANDO BARRERA JR., ASSESSOR-COLLECTOR OF TAXES FOR THE HIDALGO COUNTY, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF AUGUST 2010 IS CORRECT.

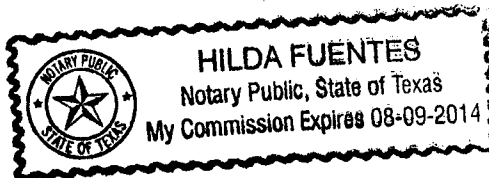
*Armando Barrera Jr.*

ASSESSOR-COLLECTOR OF TAXES FOR STATE DIST TAXES

SWORN AND SUBSCRIBED BEFORE ME THIS 9TH DAY OF SEPTEMBER 2010 A.D.)

*Hilda Fuentes*

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE  
 DATE: CAC/9.10.10  
 479/17/10

Ma

AI-23232

9.B.

**HEB 2009 Tax Year Payment Request-Economic Development Agreement  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Maria Medina, AUDITOR'S OFFICE  
Submitted For: Ray Eufrazio  
Department: AUDITOR'S OFFICE  
Agenda Category: Auditor's Office

Information

CAPTION

Requesting approval to issue payment for tax year 2009 in the amount of \$207,275.94 to H.E.B. Grocery Company pursuant to the Economic Development Agreement between the City of Weslaco, Hidalgo County, and H.E.B. Grocery Company approved by Commissioner's Court on March 6, 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-311-11-000-000-0-000  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

In relation to economic development agreement, payment request for HEB for tax year 2009 will be paid from "Gen. Fund-Current Taxes-Real Property" revenue acct; hence this will reduce current taxes revenues.

Attachments

Link: [Agreement](#)  
Link: [HEB Payment Request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/29/2010 03:27 PM	APRV
2	Ivan Cantu	Ivan Cantu	10/01/2010 08:23 AM	APRV
3	Erika Zamora	Angela Garcia	10/01/2010 08:58 AM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Maria Medina  
Started On: 09/28/2010 04:33 PM

Final Approval Date: 10/01/2010

**MASTER ECONOMIC DEVELOPMENT AGREEMENT**

**By and Among**

**CITY OF WESLACO, TEXAS,**

**HIDALGO COUNTY, TEXAS,**

**and**

**HEB GROCERY COMPANY, L.P.**

**Effective as of March 6, 2008**

## MASTER ECONOMIC DEVELOPMENT AGREEMENT

This MASTER ECONOMIC DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into to be effective as of the 6<sup>th</sup> day of March, 2008 (the "*Effective Date*"), by and among the CITY OF WESLACO, TEXAS (the "*City*"), a home-rule municipality organized under the laws of the State of Texas, HIDALGO COUNTY, TEXAS (the "*County*"), and HEB GROCERY COMPANY, L.P., a Texas limited partnership (the "*Developer*").

### RECITALS

*WHEREAS*, the Developer desires to operate a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, the "*Facility*") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on *Exhibit A* attached hereto (the "*Site*"), which Site was selected and purchased by Developer without relying on any representations from the City or the County, including as to suitability of the location for its purposes; and

*WHEREAS*, operation of the Facility will retain and create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and the County; and

*WHEREAS*, the Developer has advised the City and the County that a contributing factor that would induce the Developer to operate the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of operating the Facility, and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "*Road Improvements*"), as further described on *Exhibit B* and *Attachments B-1, B-2* and *B-3* thereto; and

*WHEREAS*, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City, including by making

grants of public money, and has determined to enter into a Chapter 380 Economic Development Agreement with the Developer (the "*380 Agreement*"); and

*WHEREAS*, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to stimulate business and commercial activity within the County, including through the use of county funds and has determined to enter into a Chapter 381 Economic Development Agreement (the "*381 Agreement*"); and

*WHEREAS*, the City Commission of the City and the Commissioners Court of the County each has found and determined that by entering into this Agreement, as well as separately entering into its respective 380 Agreement or 381 Agreement, as the case may be, referred to herein and executed contemporaneously herewith, the public interest and welfare will be advanced, and potential economic benefits will accrue to the City and the County, respectively, consistent with the City's and County's economic development objectives; and

*WHEREAS*, the City, the County, and the Developer desire to set forth in this Agreement the basic rights and obligations of the parties, including with regard to the Road Improvements; and

*WHEREAS*, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

## AGREEMENT

*NOW, THEREFORE*, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I

#### PURPOSE AND INTERPRETATION

**SECTION 1.1 OBJECTIVES.** The Developer wants to develop the Facility on the Site (the Facility, with fixed in-place racking, located on the Site and with the Road Improvements sometimes herein, the "*Project*").

**SECTION 1.2 CONCEPT AND STRUCTURE.** Subject to the terms and conditions of this Agreement, the 380 Agreement, and the 381 Agreement (those three agreements sometimes hereinafter collectively, the "*Grant Agreements*"), Developer is willing to fund ("*Developer's Contribution*") up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built

on behalf of the City. The Developer believes that without the Road Improvements, N. Westgate Drive would not be adequate for the truck-borne commercial activity anticipated to be generated in the area by the Facility. In order to encourage the Developer to (i) develop the Facility, and (ii) provide Developer's Contribution, and to make the area surrounding the Site more attractive to other businesses, the City and the County will make economic development grants to Developer, including for the purpose of their shared reimbursement of Developer's Contribution, as more fully described in their respective Grant Agreements. The County and the City will establish "Tax Funds", as defined below, into which real property taxes and personal property taxes generated by the Facility and the Site will be deposited for subsequent reimbursements and other grant payments to Developer, as described in the Grant Agreements, including the 380 Agreement, the form of which is attached as *Exhibit C* hereto, and the 381 Agreement, the form of which is attached as *Exhibit D* hereto. Notwithstanding any other provision of the Grant Agreements to the contrary, the Developer may elect whether or not to build the Facility in Developer's sole discretion, and Developer's responsibility for Developer's Contribution will arise only if (i) Developer elects to build the Facility, and (ii) the Grant Agreements are executed by all parties thereto. Notwithstanding any other provisions of the Grant Agreements to the contrary, neither the City nor the County shall have any obligations under the Grant Agreements unless the Developer is in full compliance with its obligations under the Grant Agreements. In the event of any conflict between the terms of this Agreement and the other Grant Agreement, the terms of the respective 380 Agreement or 381 Agreement, as the case may be, shall control.

**SECTION 1.3 TERM.** The term of this Agreement shall be twenty (20) years from the Effective Date hereof, plus such additional time as is necessary for the grant payments described herein arising in the 20<sup>th</sup> year to be collected and disbursed.

## **ARTICLE II**

### **PAYMENT OF GRANTS**

**SECTION 2.1. SEPARATE OBLIGATIONS OF THE DEVELOPER.** The payment of all indebtedness and obligations incurred by the Developer in connection with the operation of the Facility shall be solely the obligations of the Developer. The County and the City shall not be obligated to pay any indebtedness or obligations of the Developer. The County and the City shall only be obligated to make grants and reimburse the Developer in accordance with the terms and conditions of their respective Grant Agreements, and shall have no obligation with respect to the other's obligations under the Grant Agreements. Developer hereby agrees to indemnify and hold the City and the County harmless from and against any indebtedness or obligations of the Developer regarding the operation of the Facility other than their respective obligation to make grants and reimbursements as expressly provided herein and in their respective Grant Agreements.

**SECTION 2.2. TAX FUND.** The City and the County will each provide for the payment of their respective Grant Payments to be made pursuant to the Grant Agreements by establishing separate funds into which a certain portion of all "Property

Taxes" (as that term is defined below) shall be deposited (such fund, as created by the appropriate government, a "*Tax Fund*"). During the term of this Agreement, each of the City and the County will pay to Developer, on an annual basis, all Net Funds then available in their respective Tax Fund as grant payments pursuant to the Grant Agreements. For purposes of the Grant Agreements, "*Net Amounts*" means the amount of all of the Property Taxes (as defined below) in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 (the "*Baseline Amount*"). Once established, the Baseline Amount shall be used every year as the baseline against which to calculate increased Net Amounts that will be paid out as Grant Payments.

**SECTION 2.3 REAL AND PERSONAL PROPERTY TAXES.** Each of the City and the County levy real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the "*Tax Office*"). The "*Real Property Taxes*", "*Personal Property Taxes*" and "*Property Taxes*" hereunder are, with regard to the City and the County, as defined in their respective Grant Agreements. Following their receipt by the City or the County, as appropriate and from time to time in accordance with their respective Grant Agreements, the Property Taxes shall be deposited into that government's Tax Fund.

**SECTION 2.4. DURATION OF PAYMENTS.** The (a) Real Property Taxes shall be paid to Developer as a grant for each of the twenty (20) years following the year that includes the Effective Date, and (b) Personal Property Taxes shall be paid as an economic incentive for Developer's Contribution and development of the Facility until the sooner of (i) repayment to Developer in full of Developer's Contribution, plus interest, or (ii) twenty (20) years of payments, all as more fully described in the Grant Agreements, including with regard to the City's and County's reimbursement of its share of the Developer's Contribution. Nothing herein shall be construed to change the limitations on or to extend the term of payments from the County as set forth in the 381 Agreement, or to otherwise increase the County's obligation to the Developer as set forth in the 381 Agreement.

**SECTION 2.5. CONDITION TO THE OBLIGATIONS OF THE COUNTY AND CITY.** Notwithstanding any other provision of the Grant Agreements to the contrary, the City and County shall have no duty or obligation to reimburse any of Developer's Contribution or to make grant payments (i) unless and until Developer's Contribution has been made to the City and (ii) unless Developer is in full compliance with its obligations under the Grant Agreement.

### **ARTICLE III**

#### **COVENANTS**

**SECTION 3.1. COVENANTS OF DEVELOPER.** During the term of this Agreement, Developer shall comply with the following covenants.

**SECTION 3.1.1. OPERATION OF FACILITY.** The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect at all times all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then each of the City and the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

**SECTION 3.1.2. BUSINESS OF THE DEVELOPER.** The Developer shall conduct all operations within the Facility in compliance with all federal and state laws, City ordinances and County orders.

**SECTION 3.2. COVENANTS OF THE COUNTY AND CITY.** The City and the County agree that during the term of this Agreement, its respective Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund pursuant to its respective Grant Agreement.

**SECTION 3.3. OBLIGATIONS SPECIFIC TO THE ROAD IMPROVEMENTS.**

**SECTION 3.3.1. CONTRACT FOR PUBLIC INFRASTRUCTURE.** The Developer will enter into a contract or contracts with third party contractors (each a "*Contractor*") to outline and oversee all work on the construction of the Road Improvements (each a "*Road Improvement Contract*"). The Road Improvement Contracts shall contain appropriate terms requiring all parties to maintain separate records and accounting for construction of the Road Improvements. All Road Improvement Contracts shall be subject to the prior written approval of County and City, which shall not be unreasonably withheld. Upon receiving a copy of the Road Improvement Contract from the Developer, the County and City shall provide comments (if any) or written approval within ten (10) business days after receiving the same. If the County and City does not provide comments or written approval within said 10 business day period, the County and City shall be deemed to have approved of the Road Improvement Contract and the Developer shall have the right to execute same. All Road Improvement Contracts must meet the requirements of this Agreement, specifically including, without limitation, those of Sections 3.3 through 3.7. Nothing contained herein shall be construed to require the Developer to comply with government purchasing requirements unless

Developer is subject to such requirements other than through the Grant Agreements.

**SECTION 3.3.2. MANAGEMENT OF CONSTRUCTION OF THE ROAD IMPROVEMENTS.** The Developer shall perform the usual and necessary management services incident to projects of the nature and scope of the construction of the Road Improvements. The Developer shall thoroughly inspect the work of all Contractors and all subcontractors undertaking work on the Road Improvements. In addition, the Developer shall strive to fully and completely settle, by litigation or otherwise, any claims of any Contractor or subcontractor relating to or arising out of the construction of the Road Improvements or performance or nonperformance under any Road Improvement Contract without involving the County or City.

**SECTION 3.3.3. REPORTING RELATED TO ROAD IMPROVEMENTS.** During construction and until the Actual Completion Date, the Developer shall submit all the information required by the County under the Chapter 381 Agreement and by the City under the Chapter 380 Agreement.

**SECTION 3.3.4 CONVEYANCE OF ROAD IMPROVEMENTS.** After the Developer has completed the Road Improvements, the Developer shall convey and the City shall accept dedication of the Road Improvements. Upon such dedication and acceptance, the City shall be responsible for maintaining the Road Improvements in a manner consistent with similar infrastructure maintained by the City. The amount of the Road Improvements to be built by the Developer and dedicated to the City shall be limited in accordance with the projects set forth in the Exhibit B. In the event that the cost of the Road Improvements exceeds the amount set forth in the Projected Budget, any excess costs shall be paid by the Developer or the City.

**SECTION 3.4 INSURANCE REQUIREMENTS.** The Developer shall ensure that the general contractors, engineer and architect shall, at their sole expense, maintain in effect at all times during the full term of the construction of the Facility, insurance coverages substantially consistent with that required by the Developer on other similar projects with insurers licensed to do business in the State of Texas and reasonably acceptable to the County, City and the Developer. The County and City will be named as additional insured in all such policies and shall provide appropriate certificates of insurance to the County and City.

**SECTION 3.5 RELEASE AND WAIVER.** Prior to the Developer conveying Road Improvements to the City, all general contractors and all subcontractors (excluding any subcontractors intended to do less than \$25,000 worth of work on the Project) (all subcontractors intended to do at least \$25,000 worth of work, "**Subcontractors**"), including without limitation all Contractors, architects and engineers, shall release, and shall cause their insurers to release, the City, the County, the Developer, and other Construction Indemnitees from any and all claims or causes of action whatsoever which

they or their insurers might otherwise possess resulting in or from or in any way connected with any loss covered or which should have been covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained pursuant to this Agreement, the construction contract, the architect agreement, or any other contract or subcontract, except to the extent such claims or causes of action arise from or are attributed to the sole or concurrent negligence of any Construction Indemnitee.

**SECTION 3.6 INDEMNITY.** The Developer shall ensure that an indemnity provision substantially in the form of the following is incorporated in the Road Improvement Contracts and construction contracts for the Facility, the architect agreement, the engineer agreement and all other contracts and subcontracts (each, a "**Contract**"), as applicable.

"To the fullest extent permitted by applicable law, [**Contractors, Architects, Engineers, Subcontractors**] ("**Indemnitor**") shall indemnify, protect, defend and hold harmless the **County** and the **City**, and each of their respective agents, employees, affiliated companies, successor and assigns (collectively, "**Construction Indemnities**") for, from and against all liabilities, claims, damages, fines, penalties, losses, liens, causes of action, costs, and expenses (including court costs, attorney's fees and costs of investigation) of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (1) the services or work performed pursuant to such Contract, (2) the Contract, or (3) any act or omission of Indemnitor, anyone directly or indirectly employed by Indemnitor, or anyone that the Indemnitor controls or exercises control over (collectively, "**Liabilities**"). Indemnitor shall promptly advise [**the County**], [**the City**], and [**the Developer**] in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Indemnitor, at its expense, shall assume on behalf of [**the County**], [**the City**] and [**the Developer**] (and the other Construction Indemnitees) and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to [**the County**], [**the City**] and [**the Developer**]; provided, however, that [**the County**], [**the City**] and [**the Developer**] shall each have the right, at their option, to be represented therein by advisory counsel of their own selection and at their own expense. This indemnification shall not be limited to damages, compensation or benefits payable under insurance policies, worker's compensation acts, disability benefit acts or other employee's benefit acts.

**SECTION 3.7. FURTHER ACTIONS.** The County, the City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of the Grant Agreements and to aid and assist each other in carrying out such objectives, terms and provisions, provided that neither the County nor the City shall be required to spend money or have further obligations other than to make the economic development incentives pursuant to the terms of their respective Grant Agreement.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES**

**SECTION 4.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer represents and warrants to the City and the County, as of the Effective Date, as follows:

**SECTION 4.1.1. ORGANIZATION.** The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

**SECTION 4.1.2. AUTHORITY.** The execution, delivery and performance by the Developer of the Grant Agreements is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

**SECTION 4.1.3. NO CONFLICTS.** Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

**SECTION 4.1.4. NO CONSENTS.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the delivery of the Grant Agreements or the consummation of the transactions contemplated hereby or thereby.

**SECTION 4.1.5. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**SECTION 4.1.6. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under the Grant Agreements or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

**SECTION 4.1.7. NO DEFAULTS.** The Developer is current in its obligation to pay taxes to the City and the County, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under the Grant Agreements.

**SECTION 4.1.8. FULL DISCLOSURE.** Neither the Grant Agreements nor any schedule or exhibit attached hereto in connection with the negotiation of the Grant Agreements contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**SECTION 4.1.9. OBLIGATIONS LIMITED.** The Developer acknowledges that neither the County nor the City is committed or obligated to pay any expenditure incurred with respect to the operation of the Facility and the construction of the Roadway Improvements except as specifically provided in their respective Grant Agreements.

**SECTION 4.2. REPRESENTATION AND WARRANTIES OF THE CITY AND THE COUNTY.** The County and the City severally represent and warrant to the Developer as to themselves, to the actual knowledge of the Commissioner's Court as to the County and of the City Commission as to the City, as of the Effective Date, as follows:

**SECTION 4.2.1. AUTHORITY.** The execution, delivery and performance by the County and the City of the Grant Agreements are within their respective powers and have been duly authorized by all necessary action.

**SECTION 4.2.2. NO CONFLICTS.** Neither the execution and delivery of the Grant Agreements, nor the consummation of any of the transactions herein or

therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene any applicable provision of law, statute, ordinance, rule or regulation to which the County or the City to their knowledge is subject or any judgment, decree, license, order or permit applicable to the County or the City.

**SECTION 4.2.3. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the County and the City, enforceable against the County and the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, or other state laws, as in effect from time to time.

**SECTION 4.2.4. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County or the City, threatened against or affecting the County, or the City, threatened against or affecting the County or the City, questioning the validity of any proceedings taken or to be taken by the County and the City in connection with the execution, delivery and performance by the County and the City of the Grant Agreements or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County or the City hereof or thereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County and City to perform, their respective obligations under the Grant Agreements.

**SECTION 4.2.5. NO DEFAULTS.** The County and the City are not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the County or the City is a party or by which the County or the City are bound that would have any material adverse effect on the County's or the City's ability to perform under the Grant Agreements.

## **ARTICLE V**

### **PERSONAL LIABILITY OF PUBLIC OFFICIALS**

To the extent permitted by State law, no employee of the City or County, nor any commission member of the City or member of the County's Court, shall be personally responsible for any liability arising under or growing out of the Grant Agreements.

## **ARTICLE VI**

### **MISCELLANEOUS**

**SECTION 6.1. ENTIRE AGREEMENT.** This Agreement, including exhibits hereto, and along with the 380 Agreement (excluding the County) and the 381 Agreement

(excluding the City), contain the entire agreement between the parties with respect to the transactions contemplated herein. Notwithstanding any provision to the contrary, under no circumstances shall this Agreement be deemed to increase the liability or obligations of the City or County beyond those contained in the 380 Agreement or the 381 Agreement respectively.

**SECTION 6.2. AMENDMENT.** This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

**SECTION 6.3. SUCCESSORS AND ASSIGNS.** In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "*Affiliate*" means any person, entity or group of persons or entities that controls the Developer, that the Developer controls or that is under common control with the Developer. Except as just stated, this Agreement is not assignable without the prior written permission of the other parties thereto.

**SECTION 6.4. WAIVER.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

**SECTION 6.5. REMEDIES.** Upon breach of any of the covenants contained in Article III or the representations and warranties contained in Article IV, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Developer acknowledges and agrees that its' remedies against the City or the County are subject to any limitations or restrictions set forth in the respective Grant Agreements.

**SECTION 6.6. NOTICES.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

**DEVELOPER:**

HEB Grocery Company, L.P.  
646 South Main  
San Antonio, Texas 78204

Attn: Vice President of Real Estate  
Telephone: (210) 938-8000  
Facsimile: (210) 938-7633

With a copy to:

HEB Grocery Company, L.P.  
646 South Main  
San Antonio, Texas 78204  
Attn: Legal Department  
Telephone: (210) 938-8000  
Facsimile: (210) 938-7816

**CITY:**

City of Weslaco  
255 S. Kansas Ave.  
Weslaco, Texas 78540  
Attn: City Mayor  
Telephone: (956) 968-3181  
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco  
255 S. Kansas Ave.  
Weslaco, Texas 78540  
Attn: City Manager  
Telephone: (956) 973-3110  
Facsimile: (956) 968-6672

**COUNTY:**

Hidalgo County  
100 E. Cano  
Edinburg, Texas 78539  
Attn: County Judge  
Telephone: (956) 318-2600  
Facsimile: (956) 318-2699

With a copy to:

Atlas & Hall, L.L.P.  
818 Pecan  
McAllen, TX 78501  
Attn: Stephen L. Crain,  
Telephone: (956) 682-5501  
Facsimile: (956) 686-6109

**SECTION 6.7. APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

**SECTION 6.8. SEVERABILITY.** In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall

not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**SECTION 6.9. NO THIRD-PARTY BENEFICIARIES.** The County, the City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County, the City, and the Developer or permitted assignees of such parties, except that the indemnification and hold harmless obligations by the Developer provided for herein shall inure to the benefit of the indemnitees.

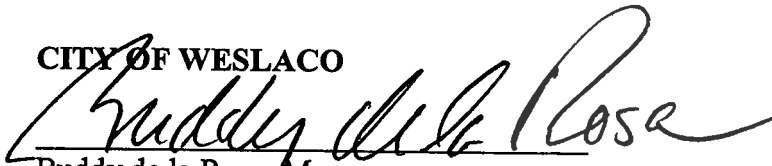
**SECTION 6.10. NO JOINT VENTURE.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**SECTION 6.11. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

**SECTION 6.12. FORCE MAJEURE.** Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.


CITY OF WESLACO


  
Buddy de la Rosa, Mayor

ATTEST:

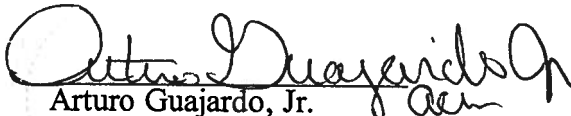
  
AMANDO C. ELIZONDO, City Secretary

APPROVED AS TO FORM:


  
\_\_\_\_\_  
RAMON VELA, City Attorney


**COUNTY OF HIDALGO, TEXAS**  
  
\_\_\_\_\_  
Name: J. D. Salinas, III  
Title: County Judge

ATTEST:

  
\_\_\_\_\_  
Arturo Guajardo, Jr.  
County Clerk

APPROVED AS TO FORM:  
ATLAS & HALL, L.L.P.

By:   
\_\_\_\_\_  
Stephen L. Crain

**HEB GROCERY COMPANY, L.P.**  
  
\_\_\_\_\_  
By: Todd A. Piland  
Name: Todd A. Piland  
Title: Executive Vice President



- |           |  |
|-----------|--|
| EXHIBIT A | Site   |
| EXHIBIT B | Scope of Road Improvements (with Attachments B-1, B-2 and B-3) |
| EXHIBIT C | Chapter 380 Agreement  |
| EXHIBIT D | Chapter 381 Agreement  |

**EXHIBIT A**  
**Site**

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to Volume 35 page 75 of the plat records of Hidalgo County, Texas.

## EXHIBIT B

### Scope and Projected Cost of Road Improvements

**City of Weslaco / Hidalgo County  
Infrastructure Improvements Project  
Westgate and Panther Drive**

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

Project	Exhibit	Projected Cost
Westgate Road – From HWY 83 to Panther	B-1	\$2,950,000
Panther Drive – Between Westgate and Border	B-2	\$ 560,000
Design / Construction Management	B-3	\$ 490,000
<b>Total Budget Cost</b>		<b>\$4,000,000</b>

In the event that after accounting for the Project described in the table above there are funds left from the \$4,000,000 Total Budget Cost, then such remaining funds may, upon written request to and consent of the County and City, be used to reimburse the Developer for costs related to improvements to Westgate beyond Panther Drive up to and including its intersection with Bus 83.

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Reconstruct the roadway from Panther Drive to Bus. 83, to the extent funds are available.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late March, 2008.**
- **City review drawings and submit construction documents for bid May, 2008.**
- **Under contract and initiate work July, 2008.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of early September, 2008.**
- **Six (6) Months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in December, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate Panther re-construction as described above is \$560,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to February, 2009.**

**ATTACHMENT "B-3"**

**DESIGN / CONSTRUCTION MANAGEMENT**

**This work is to be completed by SWC/TEDSI for a fee of approximately \$490,000**

<b>Westgate / Panther Drive Infrastructure Improvements</b>													
<b>Proposed Schedule</b>													
<b>Year</b>	2008											2009	
<b>Month</b>	M	A	M	J	J	A	S	O	N	D	J	F	
Design	[Gantt bar from M to J]												
Permits	[Gantt bar from A to J]												
Phase I Westgate / Drainage	[Gantt bar from J to A]												
Phase II Westgate	[Gantt bar from S to D]												
Phase III Panther Drive	[Gantt bar from N to J]												
<b>Capital Projections</b>													
<b>Year</b>	2008											2009	
<b>Month</b>	M	A	M	J	J	A	S	O	N	D	J	F	
Design	\$ 395,000												
Permits			\$ 55,000										
Phase I Westgate / Drainage					\$ 1.790MM								
Phase II Westgate							\$ 1.180MM						
Phase III Panther Drive											\$ 580,000		
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	
<b>4,000,000.00</b>	<b>112,500</b>	<b>112,500</b>	<b>112,500</b>	<b>112,500</b>	<b>495,000</b>	<b>495,000</b>	<b>495,000</b>	<b>495,000</b>	<b>495,000</b>	<b>495,000</b>	<b>290,000</b>	<b>290,000</b>	

**EXHIBIT C**  
**Chapter 380 Agreement**

**EXHIBIT "C"**  
**CHAPTER 380**  
**ECONOMIC DEVELOPMENT AGREEMENT**

By and Between

**CITY OF WESLACO, TEXAS,**

and

**HEB GROCERY COMPANY, L.P.**

Effective as of \_\_\_\_\_, 2007

## CHAPTER 380

### ECONOMIC DEVELOPMENT AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2007 (the "*Effective Date*"), by and between the CITY OF WESLACO, TEXAS (the "*City*"), a home-rule municipality organized under the laws of the State of Texas, and HEB GROCERY COMPANY, L.P., a Texas limited partnership (the "*Developer*").

#### RECITALS

**WHEREAS**, the Developer desires initially to construct a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively with all future improvements and additions, and with fixed in-place racking, the "*Facility*") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on *Exhibit A* attached hereto (the "*Site*"); and

**WHEREAS**, operation of the Facility will create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City and Hidalgo County, Texas (the "*County*"); and

**WHEREAS**, the Developer has advised the City that a contributing factor that would induce the Developer to develop the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of developing and constructing the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "*Road Improvements*"), as further described on *Exhibit B* and *Attachments B1-3* thereto; and

**WHEREAS**, under Chapter 380 of the Texas Local Government Code, the City has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the City; and

**WHEREAS**, the City, the County, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the "*Master Agreement*") pertaining to a Chapter 380 grant and a Chapter 381 Agreement for a grant from the County; and

**WHEREAS**, the City and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain City funds as an incentive for Developer's construction and use of the Facility on the Site, and to reimburse Developer for the Road Improvements (the "**Grant**"); and

**WHEREAS**, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I**

#### **PURPOSE AND INTERPRETATION**

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Public Infrastructure sometimes herein, the "**Project**"). Subject to the terms and conditions of this Agreement, Developer is willing to fund ("**Developer's Contribution**") up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which Road Improvements will be built on behalf of the City. The scope and projected cost of the Road Improvements are set out on **Exhibit C** hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

### **ARTICLE II**

#### **DEFINITIONS**

**SECTION 2.1.** The City's payments pursuant to this Agreement are herein referred to as "**Grant Payments**", including to the extent that payments made hereunder are actually for payment of a debt in connection with reimbursement of Developer's Contribution (as defined below), all as set forth more fully below.

**SECTION 2.2.** As stated in the Master Agreement, (i) the "**Real Property Taxes**" hereunder are the City's share of the real property taxes received from the Tax Office with regard to the Site and the Facility at any time during the Term of this Agreement, (ii) the "**Personal Property Taxes**" hereunder are the City's share of the personal property

taxes received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the Term of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles, and (iii) the sum of all Real Property Taxes and Personal Property Taxes are the ***“Property Taxes”*** hereunder.

**SECTION 2.3.** The ***“Term”*** of this Agreement (hereinafter so called) shall include, and extend until the end of the later of, the payout periods regarding the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until March 31 in the year after the twentieth (20<sup>th</sup>) year after the year that immediately follows the year of the Effective Date (the ***“Property Tax Close Out Date”***). For example, if this Agreement is signed during 2007, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2008, and the Property Tax Close Out Date will be March 31, 2029.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the sooner of (i) repayment to Developer in full of Developer’s Contribution (subject to the proviso below), plus interest, or (ii) twenty (20) years of payments, all as more fully described below; provided, however, that if within six months of this Agreement the County enters into a Chapter 381 agreement with Developer pursuant to which the County agrees to reimburse to Developer one-half of Developer’s Contribution (i.e., \$2,000,000.00) plus interest, then the City’s obligation to make payments of Personal Property Taxes hereunder shall only be in effect under clause (i) above until one-half of Developer’s Contribution (i.e., \$2,000,000.00) plus interest has been reimbursed to Developer by the City.

### **ARTICLE III**

#### **DEVELOPER’S OBLIGATION**

The payment of all indebtedness and obligations incurred by the Developer in connection with the development and construction of the Facility and Public Infrastructure and the operation of the Facility shall be solely the obligations of the Developer except to the extent provided otherwise in this Agreement. The City shall not be obligated to pay any indebtedness or obligations of the Developer and shall only be obligated to reimburse the Developer for the Total Costs in accordance with the terms and conditions of this Agreement.

### **ARTICLE IV**

#### **PAYMENT OF GRANT**

**SECTION 4.1. CITY'S OBLIGATION.** The duty of the City to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article.

**SECTION 4.2. TAX FUND.** The City will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the City, including subaccounts if necessary, or a subaccount of any existing fund or account in the City treasury, into which one hundred percent (100%) of all Property Taxes shall be deposited (the "**Tax Fund**") as and when such Property Taxes are received by the City from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the City's general revenue, and shall be used only for Grant Payments during the term of this Agreement. The Real Property Taxes portion of the Tax Fund shall be paid during the Term of this Agreement until the Property Tax Close Out Date as an economic development grant to Developer. The Personal Property Taxes portion of the Tax Fund shall be paid during the Term of this Agreement (for so long as is set out in the definition of "Term" above and in Section 4.3 below) as payment of a debt owed to Developer for reimbursement of Developer's Contribution plus interest, as set out below. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the City from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the City to any other account in the City Treasury. The City may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

**SECTION 4.3. TIME FOR MAKING PAYMENTS.** During the Term, the City shall pay to Developer all of the Net Amounts then in the Tax Fund annually within thirty (30) calendar days following the City's receipt of the Property Taxes for a just-ended (including the immediately preceding) Grant Year, but in no event later than March 1 of the year immediately following each Grant Year (as "Grant Year" is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant for each of the twenty (20) full calendar years in the Term, beginning with the full calendar year immediately following the Effective Date (each, a "**Grant Year**"). The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the sooner of (i) repayment to Developer in full of Developer's Contribution (subject to the limitation in Section 2.3(b) above that the City may only be responsible for one-half of that amount if the County agrees to reimburse the other one-half), plus four percent (4%) simple interest on the outstanding portion of Developer's Contribution, or (ii) the payment of Personal Property Taxes for twenty (20) Grant Years.

**SECTION 4.4. LATE PAYMENTS.** The City covenants and agrees that it will make all such payments without counterclaim or offset. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

## **ARTICLE V**

### **COVENANTS**

**SECTION 5.1. COVENANTS OF DEVELOPER.** From the Effective Date of this Agreement until the Property Tax Close Out Date, Developer shall comply with the following covenants.

**SECTION 5.1.1. OPERATION OF FACILITY.** The Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect all time all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the City shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period.

**SECTION 5.1.2. BUSINESS OF THE DEVELOPER.** The Developer shall conduct all operations within the Facility in compliance with all federal and state laws and City ordinances.

**SECTION 5.2. COVENANTS OF THE CITY.** From the Effective Date of this Agreement until the Property Tax Close Out Date, the City shall comply with the following covenants.

**SECTION 5.2.1. ORGANIZATION.** The City shall not change, or permit to be changed, its organizational documents in any manner that would materially adversely affect the Project or the Developer.

**SECTION 5.2.2. TAX FUND AND AVAILABLE SALES TAX PROTECTED.** The Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes (and accumulated interest, if any) to be deposited into the Tax Fund.

**SECTION 5.3 FURTHER ACTIONS.** The City and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and

provisions.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES

**SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer represents and warrants to the City, as of the Effective Date, as follows:

**SECTION 6.1.1. ORGANIZATION.** The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

**SECTION 6.1.2. AUTHORITY.** The execution, delivery and performance by the Developer of this Agreement is within the Developer's powers and have been duly authorized by all necessary action of the Developer.

**SECTION 6.1.3. NO CONFLICTS.** Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

**SECTION 6.1.4. NO CONSENTS.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution, delivery and performance by the Delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

**SECTION 6.1.5. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**SECTION 6.1.6. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

**SECTION 6.1.7. NO DEFAULTS.** The Developer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

**SECTION 6.1.8. FULL DISCLOSURE.** Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**SECTION 6.1.9. NECESSARY CONSENT.** The Developer acknowledges that the City is not committed or obligated to pay any expenditure incurred with respect to the construction of the Facility and Public Infrastructure except as specifically provided in this Agreement.

**SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE CITY.** The City represents and warrants to the Developer, as of the Effective Date, as follows:

**SECTION 6.2.1. AUTHORITY.** The execution, delivery and performance by the City of this Agreement is within its respective powers and have been duly authorized by all necessary action.

**SECTION 6.2.2. NO CONFLICTS.** Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof will contravene the governing documents of the City or any provision of law, statute, rule or regulation to which the City is subject or any judgment, decree, license,

order or permit applicable to the City, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the City pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the City is a party or by which the City is bound, or to which the City is subject.

**SECTION 6.2.3. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**SECTION 6.2.4. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the City, threatened against or affecting the City, threatened against or affecting the City, questioning the validity of any proceedings taken or to be taken by the City in connection with the execution, delivery and performance by the City of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the City hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the City to perform its obligations under this Agreement.

**SECTION 6.2.5. NO DEFAULTS.** The City is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which the City is a party or by which the City is bound that would have any material adverse effect on the City's ability to perform under this Agreement.

## **ARTICLE VII PERSONAL LIABILITY OF PUBLIC OFFICIALS**

To the extent permitted by State law, no employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grants unless the City appropriates funds to make such payment during the tax year in which such Grant(s) is payable.

## **ARTICLE VIII INFORMATION**

The Developer shall, at such times and in such form as City may require, furnish periodic information concerning the status of the performance of its obligations under this Agreement as may be requested in writing by the City.

## **ARTICLE IX MISCELLANEOUS**

**SECTION 9.1. ENTIRE AGREEMENT.** This Agreement, including exhibits hereto, contains the entire agreement between the parties with respect to the transactions contemplated herein.

**SECTION 9.2. AMENDMENT.** This Agreement may only be amended, altered, or revoked by written instrument signed by all parties.

**SECTION 9.3. SUCCESSORS AND ASSIGNS.** In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "*Affiliate*" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

**SECTION 9.4. WAIVER.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

**SECTION 9.5. REMEDIES.** Upon breach of any of the covenants contained in Article IX or the representations and warranties contained in Article X, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages.

**SECTION 9.6. NOTICES.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the

parties set forth below, or at such other address furnished in writing to the other parties thereto:

**DEVELOPER:**

HEB Grocery Company, L.P.  
6464 South Main  
San Antonio, Texas 78204  
Attn: Sr. Vice President of Real Estate  
Telephone: (210) 938-8000  
Facsimile: \_\_\_\_\_

With a copy to:

HEB Grocery Company, L.P.  
6464 South Main  
San Antonio, Texas 78204  
Attn: Legal Department  
Telephone: (210) 938-8000  
Facsimile: \_\_\_\_\_

**CITY:**

City of Weslaco  
255 S. Kansas Ave.  
Weslaco, Texas 78540  
Attn: City Mayor  
Telephone: (956) 968-3181  
Facsimile: (956) 968-6672

With a copy to:

City of Weslaco  
255 S. Kansas Ave.  
Weslaco, Texas 78540  
Attn: City Manager  
Telephone: (956) 973-3110  
Facsimile: (956) \_\_\_\_\_

**SECTION 9.7. APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

**SECTION 9.8. SEVERABILITY.** In the event any provision of this Agreement is illegal, invalid, or unenforceability under the present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**SECTION 9.9. NO THIRD-PARTY BENEFICIARIES.** The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the City and the Developer or permitted assignees of the City and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in this Agreement shall inure to the benefit of the Indemnitees.

**SECTION 9.10. NO JOINT VENTURE.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**SECTION 9.11. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

**SECTION 9.12. FORCE MAJEURE.** Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations.

EXECUTED to be effective as of the Effective Date.

CITY OF WESLACO



BUDDY DE LA ROSA, Mayor

ATTEST:

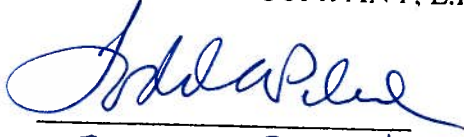
  
AMANDA C. ELIZONDO, City Secretary

APPROVED AS TO FORM:

  
RAMON VELA, City Attorney

H.E. BUTT GROCERY COMPANY, L.P.

By:



Name: Todd A. Piland

Title: Executive Vice President



EXHIBIT A  
EXHIBIT B

Site

Scope of Road Improvements (with Attachments B1-3)

**EXHIBIT A**  
**Site**

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to the map or plat filed of record as Document No. \_\_\_\_\_, Official Public Records, Hidalgo County, Texas.

**EXHIBIT B**

**Scope and Projected Cost of Road Improvements**

**June 7, 2007**

**City of Weslaco / Hidalgo County  
Infrastructure Improvements Project  
Westgate Drive and Panther Drive**

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

<b>Project</b>	<b>Exhibit</b>	<b>Projected Cost</b>
<b>Westgate Drive – From Expressway 83 to Bus. 83</b>	<b>B-1</b>	<b>\$2,950,000</b>
<b>Panther Drive – Between Westgate Drive and Border Avenue</b>	<b>B-2</b>	<b>\$ 560,000</b>
<b>Design / Construction Management</b>	<b>B-3</b>	<b>\$ 490,000</b>
<b>Total Budget Cost</b>		<b>\$4,000,000</b>

ATTACHMENT "B-1"

WESTGATE DRIVE – FROM EXPRESSWAY 83 TO BUS. 83

Improvements on Westgate Drive from Expressway 83 to Business 83 include:

- **Re-construction of the roadway from Expressway 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive along Westgate Drive.**
- **Overlay of Westgate Drive from Panther Drive to Bus. 83.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate Drive ROW**
- **Addition of a traffic signal at Panther and Westgate Drive**
- **Update the traffic signal at Westgate Drive and Pike**
- **Synchronization of the traffic signals on Westgate Drive from Business 83 to Expressway 83.**
- **Addition of raised curb center turning pockets in Westgate Drive to control the location of left turn opportunities.**

Current cost estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late June 2007.**
- **City review drawings and submit construction documents for bid August, 2007.**
- **Under contract and initiate work September 1, 2007.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of mid October, 2007.**
- **5 Months of construction in Westgate Drive completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in March, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE DRIVE AND BORDER AVENUE

Improvements to Panther Drive between Westgate Drive and Border Avenue will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate Drive re-construction as described above is \$700,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Drive construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to May, 2008.**

ATTACHMENT "B-3"

DESIGN / CONSTRUCTION MANAGEMENT

**This work is to be completed by TEDSI for a fee of approximately \$490,000**

**EXHIBIT D**  
**Chapter 381 Agreement**

**CHAPTER 381  
ECONOMIC DEVELOPMENT AGREEMENT**

By and Between

**HIDALGO COUNTY, TEXAS,**

and

**HEB GROCERY COMPANY, L.P.**

Effective as of March 6, 2008

## CHAPTER 381

### ECONOMIC DEVELOPMENT AGREEMENT

This CHAPTER 381 ECONOMIC DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into to be effective as of the 6<sup>th</sup> day of March, 2008 (the "*Effective Date*"), by and between HIDALGO COUNTY, TEXAS (the "*County*") and HEB GROCERY COMPANY, L.P., a Texas limited partnership (the "*Developer*").

#### RECITALS

*WHEREAS*, the Developer desires to operate a warehouse distribution center containing approximately 400,000 square feet in a single building with fixed in-place racking (collectively and with all future improvements and additions, the "*Facility*") on the approximately 56.31-acre tract of real property located in Weslaco, Hidalgo County, Texas described on *Exhibit A* attached hereto (the "*Site*"), which Site was selected and purchased by Developer without relying on any representations from the County, including as to suitability of the location for its purposes; and

*WHEREAS*, operation of the Facility will retain and create new jobs and tax value, and will promote local economic development and stimulate business and commercial activity in the City of Weslaco (the "*City*") and the County; and

*WHEREAS*, the Developer has advised the County that a contributing factor that would induce the Developer to operate the Facility would be the making of an economic development grant to defray a portion of the costs to be incurred by the Developer as a consequence of operating the Facility and to repay the Developer for its contribution to the widening, improvement to drainage, and general improvements to that portion of N. Westgate Drive in the City of Weslaco generally located between Expressway 83 and Business 83 (such improvements to N. Westgate Drive, the "*Road Improvements*"), as further described on *Exhibit B* and *Attachments B-1, B-2* and *B-3* hereto; and

*WHEREAS*, under Chapter 381 of the Texas Local Government Code, the County has adopted an economic development program to promote local economic development and stimulate business and commercial activity within the County; and

*WHEREAS*, the County, the City, and Developer have entered into a Master Economic Development Agreement contemporaneously herewith (the "*Master Agreement*") pertaining to a Chapter 381 grant and a Chapter 380 Agreement for a grant from the City; and

**WHEREAS**, the County and the Developer desire to set forth in this Agreement the terms and conditions of the grant to Developer of certain County funds as an incentive for Developer's operation of the Facility on the Site, and to reimburse Developer for the Road Improvements (the "**Grant**"); and

**WHEREAS**, the parties recognize that all agreements of the parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof;

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE I**

#### **PURPOSE AND INTERPRETATION**

The Developer wants to develop the Facility in the City, and has designated the Site as the location for such project (the Facility located on the Site, including all future improvements and additions, and with the Road Improvements sometimes herein, the "**Project**"). Subject to the terms and conditions of this Agreement, Developer is willing to maintain at least 120 "**Jobs**" (as defined below) at the Facility during the term of this Agreement and fund ("**Developer's Contribution**") up to Four Million and No/100Dollars (\$4,000,000.00) toward the Road Improvements, which the Developer represents and warrants will be the total cost for the Road Improvements and which Road Improvements will be built on behalf of the City and will benefit both the County and the City. The scope and projected cost of the Road Improvements are set out on **Exhibit B** hereto. Reference is made to the Master Agreement for all purposes. All defined terms used herein shall have the meanings ascribed to them in the Master Agreement.

### **ARTICLE II**

#### **DEFINITIONS**

**SECTION 2.1.** The County's payments pursuant to this Agreement are herein referred to as "**Grant Payments**".

**SECTION 2.2.** "**Job**" means a permanent, full-time employment position, hired directly or contracted through another entity, that provides health benefits and has provided or will result in employment of at least 1,820 hours in the position in a year. Any position providing less than the specified number of hours a year, regardless of the

employer's designation of such position, does not qualify as a "Job" for purposes of this Agreement.

**SECTION 2.3.** The County levies real property taxes and personal property taxes, which taxes are billed and collected by the Hidalgo County Tax Office (the "**Tax Office**"). The "**Real Property Taxes**" hereunder are the County's share of the tax increment generated from the lesser of .5155 per \$100 valuation or the County's then current Maintenance and Operations tax rate for the applicable year assessed during the term of this Agreement and received from the Tax Office with regard to the Site and the Facility at any time during the **Term** of this Agreement. The "**Personal Property Taxes**" hereunder are the County's share of the property tax increment generated from the lesser of .5155 per \$100 valuation or the County's-then current Maintenance and Operations tax rate for the applicable year assessed during the term of this Agreement and received from the Tax Office with regard to taxable personal property located on the Site (including in the Facility) during the **Term** of this Agreement, including, without limitation, inventory, furniture, fixtures, equipment, machinery, and vehicles). The sum of all Real Property Taxes and Personal Property Taxes are the "**Property Taxes**" hereunder. Following their receipt by the County, and from time to time, the Property Taxes shall be deposited into the Tax Fund.

**SECTION 2.4.** The "**Term**" of this Agreement (hereinafter so called) shall commence on the Effective Date and extend until the earlier of (i) April 30, 2029 and (ii) the later of, the payout periods for the Real Property Taxes and the Personal Property Taxes as follows:

(a) For the Real Property Taxes, the payout period shall be from the Effective Date hereof until the earlier of (i) April 30 in the year after the twentieth (20<sup>th</sup>) year after the year that immediately follows the year of the Effective Date (the "**Property Tax Close Out Date**") and (ii) payment to Developer by the County of up to \$3.6 million. For example, if this Agreement is signed during 2008, then the first year for which Grant Payments (for Real Property Taxes) shall be made is 2009, and the Property Tax Close Out Date will be April 30, 2029 unless ended sooner pursuant to (ii) above.

(b) For the Personal Property Taxes, the payout period shall run from the first Grant Year (as defined below) until the earlier of (i) repayment to Developer by the County of one-half of Developer's Contribution (i.e., up to \$2,000,000.00), plus interest, or (ii) a twenty (20) year period ending on April 30, 2029.

## ARTICLE III

### DEVELOPER'S OBLIGATION

The payment of all indebtedness and obligations incurred by the Developer in connection with the development, construction and operation of the Facility and construction of the Road Improvements shall be solely the obligations of the Developer. The County shall not be obligated to pay any indebtedness or obligations of the Developer. Developer's right to receive the Grant Payments described in this Agreement to reimburse the Developer for the Eligible Reimbursement (as defined in section 4.3) in accordance with the terms and conditions of this Agreement is subject to Developer's compliance with its express obligations hereunder. Developer hereby agrees to indemnify and hold the County, and the County's elected officials and employees, harmless from and against (i) any indebtedness or obligations of the Developer regarding the Facility or its location, including the operation of the Facility, or the construction of the Road Improvements, or any other obligation of Developer other than the County's obligation to make grants as expressly provided herein and (ii) and breach of any representation, warranty, covenant or agreement of the Developer contained in this Agreement or the Master Agreement, without regard to any notice or cure provisions. The Developer's indemnification obligation hereunder shall include payment of the County's attorneys' fees, costs and expenses with respect thereto.

## ARTICLE IV

### PAYMENT OF GRANT

**SECTION 4.1. COUNTY'S OBLIGATION.** The duty of the County to make Grant Payments to Developer for any purpose under this Agreement is limited in its entirety by the provisions of this Article. The County has no obligations to make Grant Payments to Developer except as set forth in this Agreement.

**SECTION 4.2. TAX FUND.** The County will provide for the payment of Grant Payments to be made pursuant to this Agreement by establishing a separate fund at the County, including subaccounts if necessary, or a subaccount of any existing fund or account in the County treasury, into which Property Taxes in excess of the amount of Property Taxes assessed against the Site for the calendar year 2006 shall be deposited (the "*Tax Fund*") as and when such Property Taxes are received by the County from the Tax Office during the Term. The Tax Fund shall be maintained as a separate fund, shall not be part of the County's general revenue, and shall be used only for Grant Payments during the Term of this Agreement. During the Term of this Agreement, after Net Amounts have been calculated and paid to Developer by the County from the Tax Fund, the amount then remaining in the Tax Fund (i.e., the Baseline Amount) may be transferred by the County to any other account in the County Treasury. The County may maintain or abolish the Tax Fund, in its sole discretion, after the Term of this Agreement has ended.

**SECTION 4.3. TIME FOR MAKING PAYMENTS.** During the Term, the County shall pay the Developer from the Tax Fund annually within ninety (90) calendar days following both the County's receipt of the Property Taxes from the Tax Office and receipt by the County Auditor of all information required under this Agreement for a just-ended (including the immediately preceding) Grant Year (as "Grant Year" is defined below), subject only to the possible limitation on the payment of Property Taxes from the Tax Fund as set out below. The Real Property Taxes portion of the Grant shall be paid to Developer as a grant of up to \$3.6 million during the twenty (20) full calendar years in the Term, beginning in 2009 (each, a "*Grant Year*") and ending April 30, 2029. The Personal Property Taxes portion of the Grant shall be paid to Developer annually beginning with the first Grant Year until the earlier of (i) repayment to Developer by the County of the lesser of fifty percent (50%) of actual developer costs or \$2,000,000 plus four percent (4%) simple interest on the outstanding portion of fifty percent (50%) of Developer's Contribution (the "*Eligible Reimbursement*"), or (ii) a twenty (20) year-period ending April 30, 2029. Notwithstanding the foregoing, if Developer does not make Developer's Contribution and complete the Road Improvements, the County shall not be obligated to contribute the Personal Property Taxes portion of the Grant.

**SECTION 4.4. LATE PAYMENTS.** The County covenants and agrees that it will make all such payments without counterclaim or offset except to the extent, if any, that Developer has failed to comply with the provisions of this Agreement especially Article VIII, or to pay personal property or real property taxes assessed on the Facility, the Site, or the taxable personal property located on the Site, as applicable. Grant Payments due hereunder that have not been paid to Developer on or before the last day of any month in which they are due to be paid shall incur a late fee in the amount of eight percent (8%) of the delinquent amount, calculated on a daily basis and to be paid in arrears as part of the next Grant Payment.

## **ARTICLE V**

### **COVENANTS**

**SECTION 5.1. COVENANTS OF DEVELOPER.** Developer shall comply with the following covenants and the Developer's covenants in the Master Agreement.

**SECTION 5.1.1. OPERATION OF FACILITY.** From the Effective Date of this Agreement until the Property Tax Close Out Date, the Facility shall be operated, maintained and managed directly by the Developer or any successor in a first class manner, consistent with the operation and management for other similar facilities, and in compliance with all applicable laws, including by obtaining and keeping in effect at all times all permits, licenses and contractual arrangements as may be necessary to meet the standard of operation described in the foregoing sentence. The foregoing shall not be construed to create an obligation of

continuous operations during the term of this Agreement; provided, however, that once the Facility has opened, if Developer thereafter ceases all business activity at the Facility for a period of at least twelve (12) continuous months for any reason other than remodeling, repair, or an event of force majeure, then the County shall have the right to terminate this Agreement effective sixty (60) days after delivery of notice thereof unless Developer has recommenced business activity in the Facility prior to the expiration of such 60-day cure period. Notwithstanding the foregoing, the Developer agrees to maintain at least 120 Jobs at the Facility at all times during the Term of this Agreement, and agrees that the County shall reduce the payments on a pro rata basis for any period during which the Developer was not in full compliance with this provision.

**SECTION 5.1.2. BUSINESS OF THE DEVELOPER.** From the Effective Date of this Agreement until the later of the Property Tax Close Out Date and April 30, 2029, the Developer shall conduct all operations within the Facility in compliance with all federal and state laws, City ordinances and County orders.

**SECTION 5.1.3 ROAD IMPROVEMENTS.** The Road Improvements will be owned by the City through the Master Agreement for the benefit of and use by the general public, and shall be operated in accordance with State law and the rules, regulations and policies of the City for the benefit of the general public. During development and construction, the Developer shall keep separate records and accountings for the portion of the Project designated as Road Improvements.

**SECTION 5.1.4. RECAPTURE BY THE COUNTY.** The Developer shall maintain the Jobs as described in this Agreement and make Developer's Contribution and shall cause the Road Improvements to be constructed, as further described on *Exhibit B* and *Attachments B1-3* hereto. At any time during the term of this Agreement that Developer is not in substantial compliance with this Agreement and the construction schedule set out in *Attachment B3*, the County may send Developer notice of such non-compliance. If such non-compliance is not either cured within sixty (60) days after Developer's receipt of such notice or, if non-compliance is not reasonably susceptible to cure within 60 days, a cure begun within such 60-day period and thereafter continuously and diligently pursued to completion (in either event, a "Cure"), then the County shall, as its remedies hereunder, (i) cease making Grant Payments until such Cure occurs, and (ii) recapture from Developer the amount of all Grant Payments, plus 4% interest, made during the twelve months immediately preceding the date of the County's election to exercise such remedy. Upon a Cure by Developer, the Grant Payments shall automatically and immediately resume except any recapture amount shall be retained by the County (including any applicable interest) and transferred by the County to any other account in the County treasury.

**SECTION 5.2. COVENANTS OF THE COUNTY.** From the Effective Date of this Agreement until the earlier of the end of the Term or the Property Tax Close Out Date,

the Tax Fund shall remain a separate, unencumbered fund or account containing only the Property Taxes to be deposited into the Tax Fund.

**SECTION 5.3 FURTHER ACTIONS.** The County and the Developer will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, provided that the County shall not be required to spend any money or have further obligations other than to reimburse the Developer pursuant to the terms of this Agreement.

## ARTICLE VI

### REPRESENTATIONS AND WARRANTIES

**SECTION 6.1. REPRESENTATIONS AND WARRANTIES OF DEVELOPER.** The Developer represents and warrants to the County, as of the Effective Date, as follows:

**SECTION 6.1.1. ORGANIZATION.** The Developer is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Texas and authorized to do business in the State of Texas. The business that Developer proposes to carry on at the Facility may lawfully be conducted by the Developer.

**SECTION 6.1.2. AUTHORITY.** The execution, delivery and performance by the Developer of this Agreement are within the Developer's powers and have been duly authorized by all necessary action of the Developer.

**SECTION 6.1.3. NO CONFLICTS.** Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof will contravene the organizational documents of the Developer or any provision of law, statute, rule or regulation to which the Developer is subject or any judgment, decree, license, order or permit applicable to the Developer, or will conflict or be inconsistent with, or will result in a breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under, or result in the creation or imposition of a lien upon any of the property or assets of the Developer pursuant to the terms of any indenture, mortgage, deed of trust, agreement or other instrument to which the Developer is a party or, to the knowledge of the Developer, by which the Developer is bound, or to which the Developer is subject.

**SECTION 6.1.4. NO CONSENTS.** No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution,

delivery and performance by the delivery of this Agreement or the consummation of the transactions contemplated hereby or thereby.

**SECTION 6.1.5. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

**SECTION 6.1.6. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the Developer, threatened against or affecting the Developer or any subsidiaries of the Developer, questioning the validity or any action taken or to be taken by the Developer in connection with the execution, delivery and performance by the Developer of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the Developer hereof, wherein an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the Developer to perform, its obligations under this Agreement or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted (including the operation of the Facility).

**SECTION 6.1.7. NO DEFAULTS.** The Developer is current in its obligation to pay taxes to the County, and is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which the Developer is a party or by which the Developer or any of its property is bound that would have any material adverse effect on the Developer's ability to perform under this Agreement.

**SECTION 6.1.8. FULL DISCLOSURE.** Neither this Agreement nor any schedule or exhibit attached hereto in connection with the negotiation of this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to keep the statements contained herein or therein, in the light of the circumstances in which they were made, from being misleading.

**SECTION 6.1.9. COUNTY OBLIGATION LIMITED.** The Developer acknowledges that the County is not committed or obligated to pay any expenditure incurred with respect to the operation of the Facility and the construction and maintenance of the Road Improvements and is only obligated to make Grant Payments as specifically provided in this Agreement.

**SECTION 6.1.10. PROPERTY.** The Developer owns and controls the Facility and the property on which it is located, and intends to continue such ownership and control throughout the Term.

**SECTION 6.2. REPRESENTATION AND WARRANTIES OF THE COUNTY.** To the actual knowledge of the Commissioners' Court, as of the Effective Date, the County represents and warrants to the Developer as follows:

**SECTION 6.2.1. AUTHORITY.** The execution, delivery and performance by the County of this Agreement are within its powers and have been duly authorized by all necessary action.

**SECTION 6.2.2. NO CONFLICTS.** Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein contemplated nor compliance with the terms and provisions hereof will contravene any applicable provision of law, statute, ordinance, rule or regulation to which the County is subject or any judgment, decree, license, order or permit applicable to the County.

**SECTION 6.2.3. VALID AND BINDING OBLIGATION.** This Agreement is the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, or other state laws, as in effect from time to time.

**SECTION 6.2.4. NO PENDING LITIGATION.** There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the current actual knowledge of the County, threatened against or affecting the County, threatened against or affecting the County, questioning the validity of any proceedings taken or to be taken by the County in connection with the execution, delivery and performance by the County of this Agreement or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the County hereof, whether an unfavorable decision, ruling or finding (i) would adversely affect the validity or enforceability of, or the authority or ability of the County to perform its obligations under this Agreement.

**ARTICLE VII**  
**PERSONAL LIABILITY OF PUBLIC OFFICIALS; LIMITATIONS ON**  
**COUNTY OBLIGATIONS**

**SECTION 7.1. PERSONAL LIABILITY OF PUBLIC OFFICIALS.** To the extent permitted by State law, no employee of the County, nor any judge, commissioner or agent of the County, shall be personally responsible for any liability arising under or growing out of this Agreement.

**SECTION 7.2. LIMITATIONS ON COUNTY OBLIGATIONS.** The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by the County as provided in this Agreement. Under no circumstances shall the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the County shall have no obligation or liability to pay any Grants unless the County appropriates funds to make such payment during the tax year in which such Grant(s) is payable and upon timely compliance by the Developer with the terms of this Agreement.

## **ARTICLE VIII INFORMATION**

The Developer shall, at such times and in such form as County may request from the Developer, provide information concerning the status of the performance of the Developer's obligations under this Agreement, including as follows:

**SECTION 8.1. QUARTERLY CERTIFICATES RELATED TO ROAD IMPROVEMENTS.** During construction and until the completion of the Road Improvements, the Developer shall submit quarterly certificates, signed by the officer or appointed agent of the Developer and any applicable general contractor, to the County Auditor that state, as of a date certain: (i) the specific work on the Road Improvements that has been completed since the last quarterly report; (ii) the amount of money that the Developer has paid for completion of such work and that the Developer intends to claim as a Road Improvement Cost; and (iii) the Developer's calculation of the estimated cost remaining to complete the development and construction of the Road Improvements. Upon receipt of any such certificate, the County shall have sixty (60) calendar days to notify the Developer in writing of any objection that the County may have as to the amount of money that the Developer has paid or as to the Developer's calculation of the estimated cost remaining to complete the construction of the Road Improvements. The grounds for any such objection shall be limited, respectively, to a good faith determination by the County that the amount of money paid by or on behalf of the Developer is not sufficiently supported by a respective Road Improvement contract or does not otherwise qualify as a Road Improvement Cost under this Agreement. If the Developer disagrees with such objection, the County and the Developer shall diligently work in good faith to resolve the dispute.

**SECTION 8.2. ANNUAL CERTIFICATES RELATED TO JOBS AND COMPLIANCE WITH AGREEMENT.** During the term of this Agreement, the Developer shall submit annual certificates of compliance, signed by an officer or appointed agent of the Developer, to the County Auditor that state, as of a date certain the total number of Jobs required by this Agreement and certifying as to full compliance with Developer's obligations hereunder, including with respect to compliance with applicable laws. Upon receipt of any such certificate, the County shall have sixty (60) calendar days to notify the

Developer in writing of any objection that the County may have with any of the information provided by the Developer. If the Developer disagrees with such objection, the County and the Developer shall diligently work in good faith to resolve the dispute.

**SECTION 8.3. AUDIT OF DEVELOPER RECORDS.** The Developer agrees that the County will have the right to audit the financial and business records of the Developer that relate specifically to the Road Improvements, the Jobs and Developer's compliance with the terms of this Agreement at anytime in order to determine compliance with this Agreement. To the extent reasonably possible, the Developer shall make all records related to Road Improvement, Jobs and other records related to compliance with the terms of this Agreement available in electronic form or otherwise available to be accessed through the internet following reasonable advance notice by the County and shall otherwise cooperate fully with the County during any audit.

## **ARTICLE IX MISCELLANEOUS**

**SECTION 9.1. ENTIRE AGREEMENT.** This Agreement, including exhibits hereto, together with the Master Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein. In the event of any conflict between the terms of this Agreement and the Master Agreement, the terms of this Agreement shall control.

**SECTION 9.2. AMENDMENT; DEFAULT.** This Agreement may only be amended, altered, or revoked by written instrument signed by all parties, except for the County's right to terminate this Agreement as set forth above.

**SECTION 9.3. SUCCESSORS AND ASSIGNS.** In this Agreement, unless a clear contrary intention appears, reference to any party includes such party's successors and assigns, and reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. Developer may assign this Agreement to any affiliate of Developer. For purposes of this Agreement, "*Affiliate*" means any person, entity or group of persons or entities that controls the Developer, which the Developer controls or which is under common control with the Developer. Except as just stated, this Agreement and is not assignable without the prior written permission of the other parties thereto.

**SECTION 9.4. WAIVER.** No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

**SECTION 9.5. REMEDIES.** Upon breach of any of the covenants contained in Article V or the representations and warranties contained in Article VI, in addition to any other remedies expressly set forth in this Agreement with respect to such breach, the aggrieved party shall have such remedies as are available in law or equity for breach of contract; provided, however, that no party shall be liable to any other party for incidental or consequential damages. Without limiting the generality of the foregoing, the Developer acknowledges and agrees that under no circumstances will the County have any liability in excess of either (i) the amount of Real Property Taxes and Personal Property Taxes collected by the Tax Office and received by the County or (ii) the maximum amount payable as Grant payments as set forth in this Agreement. Commissioner's Court has the right to enter into a separate Agreement or increase the maximum amount of Grant payments for Real Property Taxes upon any expansion to the existing Facility during the term of this Agreement.

**SECTION 9.6. NOTICES.** Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, telecopy, or reputable overnight carrier, and shall be deemed delivered when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other parties thereto:

**DEVELOPER:**

HEB Grocery Company, L.P.  
6464 South Main  
San Antonio, Texas 78204  
Attn: Vice President of Real Estate  
Telephone: (210) 938-8000  
Facsimile: (210) 938-7633

With a copy to:

HEB Grocery Company, L.P.  
6464 South Main  
San Antonio, Texas 78204  
Attn: Legal Department  
Telephone: (210) 938-8000  
Facsimile: (210) 938-7816

**COUNTY:**

Hidalgo County  
100 E. Cano  
Edinburg, Texas 78539  
Attn: County Judge  
Telephone: (956) 318-2600  
Facsimile: (956) 318-2699

With a copy to:

Atlas & Hall, L.L.P.  
Attn: Stephen L. Crain,  
818 Pecan  
McAllen, TX 78501  
Telephone: (956) 682-5501  
Facsimile: (956) 686-6109

**SECTION 9.7. APPLICABLE LAW.** This Agreement is made, and shall be construed and interpreted under the laws of the State of Texas, and venue shall lie in State courts located in Hidalgo County, Texas.

**SECTION 9.8. SEVERABILITY.** In the event any provision of this Agreement is illegal, invalid, or unenforceability under the applicable present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**SECTION 9.9. NO THIRD-PARTY BENEFICIARIES.** The County and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual or entity other than the County and the Developer or permitted assignees of the County and Developer, except that the indemnification and hold harmless obligations by the Developer provided for in Article III of this Agreement shall inure to the benefit of the indemnitees named therein.

**SECTION 9.10. NO JOINT VENTURE.** Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

**SECTION 9.11. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

**SECTION 9.12. FORCE MAJEURE.** Means an event beyond the reasonable control of a party obligated to perform an act or take some action under this Agreement including, but not limited to, acts of God, earthquake, fire, explosion, war, civil insurrection, acts of the public enemy, act of civil or military authority, sabotage, terrorism, floods, lightning, hurricanes, tornadoes, severe snow storms or utility disruption, strikes, lockouts, major equipment failure or the failure of any major supplier to perform its obligations; provided, however, that no such events shall limit the

Developer's obligation to provide Jobs as provided herein or shall extend beyond thirty days after such event..

EXECUTED to be effective as of the Effective Date.

COUNTY OF HIDALGO, TEXAS

By: 

Name: Juan D. Salinas III

Title: Hidalgo County Judge

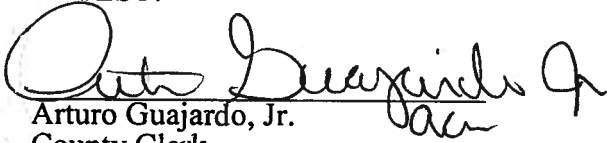
HEB GROCERY COMPANY, L.P.

By: 

Name: Todd A. Piland

Title: Executive Vice President

ATTEST:

  
Arturo Guajardo, Jr.  
County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

By: Stephen L. Crain

EXHIBIT A  
EXHIBIT B

Site  
Scope of Road Improvements (with Attachments B-1, B-2 and B-3)

**EXHIBIT A**  
**Site**

Lot 4, Block A, HEB Weslaco #4, a subdivision in the City of Weslaco, Hidalgo County, Texas according to Volume 35 page 75 of the plat records of Hidalgo County, Texas.

**EXHIBIT B**

**Scope and Projected Cost of Road Improvements**

**City of Weslaco / Hidalgo County  
Infrastructure Improvements Project  
Westgate and Panther Drive**

The following outline will provide a preliminary scope statement relating to the infrastructure improvements to Westgate and Panther Drive in Weslaco Texas that will be included in the 380 agreement between H-E-B and the City of Weslaco and the 381 agreement with the County of Hidalgo.

<b>Project</b>	<b>Exhibit</b>	<b>Projected Cost</b>
<b>Westgate Road – From HWY 83 to Panther</b>	<b>B-1</b>	<b>\$2,950,000</b>
<b>Panther Drive – Between Westgate and Border</b>	<b>B-2</b>	<b>\$ 560,000</b>
<b>Design / Construction Management</b>	<b>B-3</b>	<b>\$ 490,000</b>
<b>Total Budget Cost</b>		<b>\$4,000,000</b>

In the event that after accounting for the Project described in the table above there are funds left from the \$4,000,000 Total Budget Cost, then such remaining funds may, upon written request to and consent of the County and City, be used to reimburse the Developer for costs related to improvements to Westgate beyond Panther Drive up to and including its intersection with Bus 83.

ATTACHMENT "B-1"

WESTGATE ROAD – FROM HWY 83 TO BUS. 83

Improvements on Westgate from HWY 83 to Business 83 include:

- **Re-construction of the roadway from HWY 83 to Panther Drive within the existing curb limits, with heavy asphalt paving sections along the roadway and concrete sections in the intersections of Pike and Panther Drive.**
- **Reconstruct the roadway from Panther Drive to Bus. 83, to the extent funds are available.**
- **Drainage improvements including a 48" / 36" storm drain in Westgate ROW**
- **Addition of a signal at Panther and Westgate**
- **Update the signal at Westgate and Pike**
- **Synchronization of the signals on Westgate from Business 83 to State hwy 83.**

Current cost estimate:

- **Costs associated with the improvements of Westgate re-construction as described above is \$2.95MM dollars, including the signal work.**

Current anticipated schedule:

- **Engineering beginning in late March, 2008.**
- **City review drawings and submit construction documents for bid May, 2008.**
- **Under contract and initiate work July, 2008.**
- **Phase project to complete the storm sewer installation prior to the roadway work, with a storm completion of early September, 2008.**
- **Six (6) months of construction in Westgate completing the road in phases, allowing for traffic to continue along the roadway throughout construction. Completion in December, 2008.**

ATTACHMENT "B-2"

PANTHER DRIVE – BETWEEN WESTGATE AND BORDER

Improvements to Panther Drive between Westgate and Border will include:

- **8' lane widening to the South side of Panther, from Westgate to the H-E-B truck entrance (approximately 1,000 LF). Final configuration will be 4 lanes, 2 eastbound and 2 westbound.**
- **Adjustment of the necessary utilities on the South side of Panther in the location of the lane widening.**
- **Re-construction of the existing pavement to a heavy traffic paving section, including concrete paving approach on Panther at Westgate and at the H-E-B truck entrance.**
- **A transition from the widened section to the original section East of the truck entrance.**
- **A 1" overlay for the remaining portion of Panther Drive East of the truck entrance to Border.**
- **Elimination of the planned sidewalk on the south side of Panther Drive from Westgate to Border (the intent will be to induce pedestrian traffic to stay on the sidewalk on the North side of Panther that runs from Westgate to Border, and circumnavigates the school property).**

Current Cost Estimate:

- **Costs associated with the improvements of Westgate Panther re-construction as described above is \$560,000 dollars.**

Current anticipated schedule:

- **Construction of Panther would be phased with the Westgate Construction. Total time to complete the work on Panther is estimated to be 2.5 months, and will start in the spring to be completed prior to February, 2009.**

ATTACHMENT "B-3"  
CONSTRUCTION SCHEDULE

Westgate / Panther Drive Infrastructure Improvements												
Proposed Schedule												
Year	2008											2009
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design												
Permits												
Phase I Westgate / Drainage												
Phase II Westgate												
Phase III Panther Drive												
Capital Projections												
Year	2008											2009
Month	M	A	M	J	J	A	S	O	N	D	J	F
Design												
Permits												
Phase I Westgate / Drainage												
Phase II Westgate												
Phase III Panther Drive												
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
4,000,000.00	112,500	112,500	112,500	112,500	495,000	495,000	495,000	495,000	495,000	495,000	290,000	290,000

September 24, 2010

The Honorable Rene A. Ramirez  
 Hidalgo County Judge  
 County Administration Building, 2<sup>nd</sup> Floor  
 100 East Cano  
 Edinburg, TX 78539

Sent via Certified Mail #7008 0500 0001 1799 7909

RE: 2009 Annual Compliance Report for Economic Development Agreement

Honorable Judge Ramirez,

Enclosed is the 2009 Compliance Report as provided for in the March 6, 2008 Economic Development Agreement. The enclosed provides our calculations for grant back payments as follows:

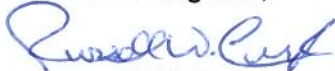
Type	HCAD Acct #	For	Amount
Taxes-Real Property	R611089	Distribution Facility	\$136,863.64
Taxes-Personal Property	P697370	Facility Racking	\$11,717.22
			\$148,580.86
Less Base Year Site Taxes			<b>(\$12,539.73)</b>
Sub-Total Facility Grant Back Tax Payments			\$136,041.13
Taxes-Personal Property	P697368	Road Improvements	\$ 71,234.81
Total Grant Back Tax Payments			<b>\$207,275.94</b>

In addition, we are including the following exhibits for support:

Exhibit #	Description
1	Annual Compliance Report
2	Payment Request
3	Paid Property Tax Receipts
4	Proof of Road Construction Completion
5	Proof of Employment Levels
6	Texas Workforce Commission's Quarterly Reports
7	Benefit Information

After reviewing, please call or email if you have questions or need additional information. We appreciate Hidalgo County working with HEB in this matter.

Kindest Regards,



Russell W. Turk  
 Manager of Property Tax  
 HEB Grocery Company  
 Phone: 210-938-8211  
 FAX: 210-938-6350  
 Email: [turk.russell@heb.com](mailto:turk.russell@heb.com)

Cc: County Auditor, Ray Eufracio

ANNUAL COMPLIANCE REPORT OF CONSTRUCTION, JOBS AND TAXES

Reporting period: **January 1, 2009 to December 31, 2009**

AMOUNT OF TAXES TO BE GRANTED BACK TO HEB (per attached calculation page):

Real Estate	Personal Property	TOTAL
\$136,041.13	\$71,234.81	<b>\$207,275.94</b>

**Job Creation (sections 2.2 and 5.1.1)**

Exhibit (if any)	Description	Year	Count	Minimum Needed	In Compliance?
1	Beginning jobs (prior reporting period)	2007	62		
	Total jobs (current reporting period)	2009	189		
	Total jobs created to date at Facility		127	120	YES
	Grant Back Pro-Rata (maximum 100%)		<b>100%</b>		
--Current year jobs maintained / minimum needed					

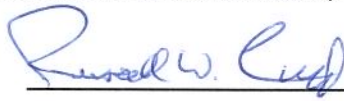
**Real Property Improvements (see attached calculation form)**

Exhibit (if any)	Description	Area (sq ft)	Assessment	M&O Tax Rate (section 2.3)	Taxes
Current Year Reporting Totals					
	Qualified taxable Real Property	396,312			
2	Distribution facility		\$26,694,683	\$0.0051270	\$136,863.64
3	Fixtures-Racking		\$2,285,395	\$0.0051270	\$11,717.22
					\$148,580.86
4	Less 2006 Base Year Taxes (section 4.2)		\$2,125,378	\$0.0059000	(\$12,539.73)
	<b>NET TAXES GRANTED BACK TO DEVELOPER</b>				<b>\$136,041.13</b>
Totals		396,312	\$31,105,456		\$136,041.13

**Personal Property for Road Improvements (see attached calculation form)**

Exhibit (if any)	Description	Assessment	M&O Tax Rate	Taxes
Current Year Reporting Totals				
5	Business Personal Property	\$13,894,053	\$0.0051270	\$71,234.81
Prior years Reporting Totals				
				\$0.00
	Totals See section 2.4(b) for maximum			<b>\$71,234.81</b>

I, Russell W. Turk, certify the information provided on this form is correct and that the Company has complied with all terms and conditions of the Economic Development Agreement dated March 6, 2008.

Signed		Date	September 24, 2010
Title	Manager of Property Tax	Telephone	210/938-8211
Email	<a href="mailto:turk.russell@heb.com">turk.russell@heb.com</a>	Fax	210/938-6350

# PAYMENT REQUEST

## Real Property Account

<b>H-E-B</b>
646 South Main
San Antonio TX 78204
Phone: 210-938-8260
Fax: 210-938-7553

<b>DATE:</b>	September 24, 2010
<b>INVOICE #</b>	2010-R-1
<b>FOR:</b>	Economic Development Agreement

<b>Remit Payment To:</b>
Attn: Property Tax Department
H-E-B
PO Box 839999
San Antonio, TX 78283

<b>To:</b>	Hidalgo County
	Attn: County Judge
	100 E. Cano
	Edinburg, Texas 78539

DESCRIPTION		AMOUNT
Re: "Facility" (Buildings with Fixed-In Place Racking)		
Section 2.4 (a)		
Period: January 1, 2009 to December 31, 2009		
<b>County Appraisal District Account #:</b>	<b>R611089</b>	
Base Taxes Paid	\$ 157,498.63	
Adjustment for M&O Tax Rate (section 2.3)	\$ (20,634.99)	
<b>Net Due HEB</b>		\$ 136,863.64
<b>County Appraisal District Account #:</b>	<b>P697370</b>	
Base Taxes Paid	\$ 13,483.83	
Adjustment for M&O Tax Rate (section 2.3)	\$ (1,766.61)	
<b>Net Due HEB</b>		\$ 11,717.22
	<b>SUBTOTAL</b>	\$ 148,580.86
	<b>Base Year Taxes</b>	(\$12,539.73)
	<b>TOTAL</b>	\$ 136,041.13

Make all checks payable to: HEB GROCERY COMPANY



**Delete Wireless Service for Co. Auditor's office (Data Cards)**

**CC CONSENT**

Date: 10/05/2010  
 Submitted By: Griselda Salazar, IT DEPARTMENT  
 Submitted For: Renan Ramirez  
 Department: IT DEPARTMENT  
 Agenda Category: IT Department

Information

CAPTION

County Auditor's Office:

1. Authorization to delete wireless service for COUNTY AUDITOR'S OFFICE through the County's membership/participation with awarded vendor SPRINT for the following:

Quantity:	Department:	Employee Name:	Employee Number:	Data Card Number:
1	County Auditor's Office	Raymundo Eufrazio	138509	956-289-6192
1	County Auditor's Office	Linda Fong	089087	956-225-8783

2. Approval of the attached Wireless Device Request Forms under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-532  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance as of 9-30-10 \$248.00.

No fiscal impact; request is to delete wireless services (data cards).

Attachments

Link: [Request Form W.1.2](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Sylvia Solis	09/30/2010 11:10 AM	APRV
2	Ivan Cantu	Ivan Cantu	09/30/2010 02:18 PM	APRV
3	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Griselda Salazar Started On: 09/30/2010 10:06 AM

Final Approval Date: 10/01/2010





**Approval of Final Construction Contract-McColl Subdivision-Pct 2, 3rd Call BCAP  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yvette Islas, PURCHASING DEPT.  
Submitted For: Agapito Vargas  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

---

Information

CAPTION

Presentation for approval of final construction contract (awarded by CC 9-7-10) for C-CAP-10-289-09-07 Road & Drainage Construction-McColl Subdivision between Hidalgo County and OG Construction Company, LLC in the amount of \$134,923.00.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up due to contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract. Project Engineer: R. Gutierrez Engineering, Inc.

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-122-454-0-733&841  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:  
available balances as of 10/1/10.  
733 = \$61,747.50  
841 = \$85,618.29

---

Attachments

Link: [23289mccoll final const contract](#)  
Link: [23289 ai req](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:47 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:27 PM	APRV
3	Roland Garcia	Rolando Garcia	10/01/2010 03:05 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Yvette Islas			Started On: 09/30/2010 03:25 PM	
Final Approval Date: 10/01/2010				

---



THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT  
C-CAP-10-289-09-07**

This Agreement, entered into this 7<sup>th</sup> day of September, 2010 by and between Hidalgo County (hereinafter called the "OWNER," and, OG Construction Company, L.L.C. (a Texas limited liability company), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**HIDALGO COUNTY PRECINCT #2 BORDER COLONIA ACCESS PROGRAM PROJECT  
McCOLL ESTATES SUBDIVISION**

Hereinafter called the project, for the sum of One Hundred Thirty Four Thousand Nine Hundred Twenty Three Dollars and No Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, \_\_\_\_\_, 2010.

CONTRACTOR: [Signature]  
Print Name & Title: Omar Garcia, Managing Member  
Name of Firm: O.G. Construction Co., LLC  
Address: 4021 N. Closner Blvd.  
Edinburg, TX 78541  
Fed I.D. #/SS #: 47-0944347

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 20<sup>th</sup> day of Sept,

2010, by Omar Garcia Of and on behalf of OG Construction Co, LLC  
(Title) (A corporation)

[Signature]  
Notary Public Signature  


APPROVED AS TO FORM:  
Atlas & Hall, L.L.P.  
800 Pecan  
McAllen, Texas 78504

BY: [Signature]

ATTEST:

COUNTY OF HIDALGO:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Rene A. Ramirez, County Judge

**From:** [Agapito Vargas](#)  
**To:** "Yvette Islas"  
**Cc:** "Valde "; "Eralio Palacios"; "Humberto Garza"; "Katia Garcia"; "dina trevino"; [marcie.jackson@co.hidalgo.tx.us](mailto:marcie.jackson@co.hidalgo.tx.us)  
**Subject:** Ratification of Final Negotiated Contract  
**Date:** Thursday, September 30, 2010 4:20:10 PM

---

Yvette, please place the following item on CC agenda for Tuesday 5<sup>th</sup> October 2010:

Approval of final negotiated contract for Precinct 2 – 3<sup>rd</sup> Call Border Colonias Project: McColl Estates Subdivision (CSJ: 3C1080454);

Awarded On: 7<sup>th</sup> September 2010

Contractor: O.G. Construction Company, LLC; Edinburg, TX

Project Engineer: R. Gutierrez Engineering, Inc.

Account: 0-1312-431-00-122-454-0-731 & 733

Thanks,

*Agapito Vargas*, Executive Director

Hidalgo County Border Colonias Access Program

301 East State

Pharr, TX 78577

Office Tel: 956/787-1891

Fax: 956/787-4683

Cell: 956/460-6364

email: [agapito.vargas@co.hidalgo.tx.us](mailto:agapito.vargas@co.hidalgo.tx.us)

email smart phone: [canics49@gmail.com](mailto:canics49@gmail.com)



Please refrain from printing this email unless completely necessary. Go Green!

**AI-23250**

**11.B.**

**Invoice Payment #2010274-TEDSI Infrastructure Group  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

Acceptance and approval of request for payment of Invoice #2010274 in the amount of \$58,695.00 with TEDSI Infrastructure Group under Contract #C-10-062-02-16-PO#636565 for Professional General Engineering Services from July 1,2010 to July 31,2010 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch from North Main Drain To County Road 3601 (Approx. 8 Miles) Project.

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1341-431-50-115-079-0-733/711  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

PO #636565 for TedsI Infrastructure Group in relation to Design and ROW mapping for HCMDS Phase II-J-09 Lateral Drain Ditch

Obj. 733 "Drainage Ditches"-Amount available as of 9-30-10 \$297,630.00  
Obj. 711 "ROW"-Amount available as of 9-30-10 \$237,500.00

**Attachments**

Link: [Invoice #2010274](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 01:59 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 02:01 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/30/2010 02:44 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Vangie Garcia Started On: 09/29/2010 02:43 PM

Final Approval Date: 10/01/2010



**TEDSI INFRASTRUCTURE GROUP**

**TEDSI**

**Consulting Engineers**  
1201 East Expressway 83 + Mission, Texas 78572  
Tel: (956) 424-7898  
Fax: (956) 424-7022

August 23, 2010

Project No: 2010-1052-01

Invoice No: 2010274

0-1341-431-50-115-079-0-733  
0-1341-431-50-115-079-0-711

Mr. Godfrey Garza, Jr., CFM  
Hidalgo County Drainage District No. 1  
902 N. Doolittle Rd.,  
Edinburg, TX 78539

INVOICE RECEIVED BY: OG ON 09/09/10  
GOODS/SERVICES RECEIVED BY: OG ON 11-31-10

Project 2010-1052-01 HCMDS Phase II - J-09 Lateral Drain Ditch  
cc: Commissioner Oscar L. Garza, Jr.

P.O. # 636565

*Paul D...* 9/13/2010

Design and Right of Way Mapping of HCMDS Phase II - J-09 Lateral Drain Ditch  
Work Authorization No. 1 - P. O. No. 636565

**Professional Services from July 1, 2010 to July 31, 2010**

**Fee**

Billing Phase	Fee	Percent Complete	Previous Fee Earned	Current Fee Billing	Current Fee Billing
Engineering Services	661,400.00 ↓	60.00	396,840.00 ↓	363,770.00 ↓	33,070.00 ↓
Basic Topography Services	188,000.00 ↓	100.00	188,000.00	188,000.00 ↓	0.00
Control Points and Benchmarks	75,000.00 ↑	5.00	3,750.00 ↓	0.00	3,750.00 <
ROW Parcels Donated	87,500.00 ↓	25.00	21,875.00 ↓	0.00	21,875.00 <
ROW Parcels Purchased	75,000.00 ↓	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,086,900.00</b>		<b>610,465.00</b>	<b>551,770.00</b>	<b>58,695.00</b>

Billing Summary	Current	Prior	To-Date
Total Billings	58,695.00	551,770.00	610,465.00
Total Fee			1,086,900.00
Remaining Fee			476,435.00

**Total this Invoice**

**\$58,695.00**

**Outstanding Invoices**

Number	Date	Balance
2010228	7/27/10	66,140.00
<b>Total</b>		<b>66,140.00</b>

**Total Now Due \$124,835.00**

Project

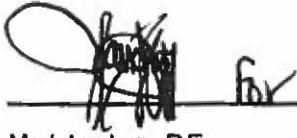
2010-1052-01

HCMS Phase II - J-09 Lateral Drain Ditch

Invoice 2010274

---

Authorized



Date: 08/24/2010

Mark Luper, P.E.

**BCAP Change Order No.2 Morningsun Subdivision Precinct No. 2  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Change Order No. 2 with contractor O.G. Construction Company, LLC for Morning Sun Subdivision, Pct. No. 2 reflecting a net increase of \$1,012.75-additions of the following: pavement, change in material in one driveway, one (1) day for the additional work and 18 rain/too wet days as submitted through project engineer R. Gutierrez Engineering Corporation (C-CAP-09-212-01-19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1200-431-00-122-484-1-841  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
BUDGETARY IMPACT:

Attachments

Link: [Change Order No.2 Morningsun Subdivision](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/29/2010 02:24 PM	APRV
2	Purchasing Department	Marty Salazar	09/30/2010 12:25 PM	APRV
3	Budget & Management	Ivan Cantu	09/30/2010 02:00 PM	APRV
4	Roland Garcia	Rolando Garcia	10/01/2010 09:47 AM	APRV
5	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Marcie Jackson

Started On: 09/29/2010 01:22 PM

Final Approval Date: 10/01/2010

CHANGE ORDER NUMBER TWO (2)

PROJECT: MORNINGSUN SUBDIVISION

DATE OF ISSUANCE: September 16, 2010 EFFECTIVE DATE: September 16, 2010

OWNER: HIDALGO COUNTY PRECINCT NO. 2

OWNER's Contract No.: CAP-09-212-01-19

CONTRACTOR: O.G. CONSTRUCTION COMPANY, L.L.C. ENGINEER: R. Gutierrez Engineering Corporation  
4021 N. CLOSNER BLVD 130 E. Park Ave.  
EDINBURG, TX 78541 Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

- Description:
1. Increase 6" Flexible Base by 21 CY
  2. Increase Prime Coat (AC-30) by 25 GAL
  3. Increase Concrete Curb & Gutter (TY A)(BARRIER) by 86 LF
  4. Decrease Driveways (Concrete) by 15.2 SY
  5. 1 additional day for additional work needed
  6. 18 additional days for rain and too wet to work to date

- Reason for Change Order:
1. Additional pavement not included in original plans
  2. Additional pavement not included in original plans
  3. Additional pavement not included in original plans
  4. Change in material for one driveway
  5. Added 1 day to contract time for the work needed
  6. Rained or to wet to work

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 78,145.00		Substantial Completion:	<u>60</u> calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$ 6,187.50		<u>14</u> calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 84,332.50		Substantial Completion:	<u>74</u> calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ 1,012.75		<u>19</u> calendar days	
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 85,345.25	<u>9.20</u> %	Substantial Completion:	<u>93</u> calendar days or dates

RECOMMENDED:  
 By: Ram [Signature] P.E.  
 Engineer (Authorized Signature)  
 Date: 9-16-10

APPROVED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Date: 9/14/10

CHANGE ORDER NO. 2 TABULATION  
HIDALGO COUNTY PRECINCT NO. 2  
MORNINGSUN SUBDIVISION  
BID NUMBER: CAP-09-212-01-19

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change In Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2
<b>(905) ROADWAY</b>												
110	1,816.00	1,816.00	1,816.00	CY	Excavation (Roadway)	\$ 2.00	\$ 2.00	\$ 3,632.00	0.00	3,632.00	0.00	3,632.00
132	230.00	230.00	230.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	\$ 8.00	\$ 8.00	\$ 1,840.00	0.00	1,840.00	0.00	1,840.00
164	1,033.00	1,033.00	1,033.00	SY	Cell Fiber Seeding (Temp)(Warm)	\$ 2.00	\$ 2.00	\$ 2,066.00	0.00	2,066.00	0.00	2,066.00
164	1,033.00	1,033.00	1,033.00	SY	Cell Fiber Seeding (Temp)(Cool)	\$ 1.50	\$ 1.50	\$ 1,549.50	0.00	1,549.50	0.00	1,549.50
164	2,066.00	2,066.00	2,066.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	\$ 1.00	\$ 1.00	\$ 2,066.00	0.00	2,066.00	0.00	2,066.00
247	862.00	862.00	883.00	CY	Flexible Base (6")(Compl-in-Place)(Ty E)(Gr 4)	\$ 31.75	\$ 31.75	\$ 27,368.50	0.00	27,368.50	666.75	28,035.25
310	844.00	844.00	869.00	GAL	Prime Coat (AC-30)	\$ 8.00	\$ 8.00	\$ 6,752.00	0.00	6,752.00	200.00	6,952.00
502	2.00	2.00	2.00	MO	Barricades, Signs & Traffic Handling	\$ 700.00	\$ 700.00	\$ 1,400.00	0.00	1,400.00	0.00	1,400.00
506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Install)	\$ 8.00	\$ 8.00	\$ 672.00	0.00	672.00	0.00	672.00
506	84.00	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	\$ 4.00	\$ 4.00	\$ 336.00	0.00	336.00	0.00	336.00
506	96.00	96.00	96.00	LF	Temp Sediment Control Fence	\$ 3.00	\$ 3.00	\$ 288.00	0.00	288.00	0.00	288.00
529	2,735.00	2,735.00	2,821.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	\$ 7.00	\$ 7.00	\$ 19,145.00	0.00	19,145.00	602.00	19,747.00
529	70.00	70.00	70.00	LF	Concrete Valley Gutter (6-Ft)	\$ 32.00	\$ 32.00	\$ 2,240.00	0.00	2,240.00	0.00	2,240.00
530	279.00	279.00	263.80	SY	Driveways (CONCRETE)	\$ 30.00	\$ 30.00	\$ 8,370.00	0.00	8,370.00	(456.00)	7,914.00
644	2.00	2.00	2.00	EA	Small Roadside Sign Assembly (Ty A)	\$ 210.00	\$ 210.00	\$ 420.00	0.00	420.00	0.00	420.00
530	0.00	562.50	562.50	SY	Driveways (Ty PRB-1)	\$ 11.00	\$ 11.00	\$ -	6,187.50	6,187.50	0.00	6,187.50
						<b>Total</b>		<b>\$ 78,145.00</b>	<b>\$ 6,187.50</b>	<b>\$ 84,332.50</b>	<b>\$ 1,012.75</b>	<b>\$ 85,345.25</b>
<b>TOTAL BASE AMOUNTS:</b>								<b>\$ 78,145.00</b>	<b>\$ 6,187.50</b>	<b>\$ 84,332.50</b>	<b>\$ 1,012.75</b>	<b>\$ 85,345.25</b>

**CAP Pct No. 1, Round 3, Authority to Advertise  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Yvette Islas, PURCHASING DEPT.  
Submitted For: Agapito Vargas  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

---

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of:  
1. La Mesa Subdivision ;  
2. Wes-Mer Subdivision;  
BCAP projects with plans and specifications drafted by project engineer.

BACKGROUND

---

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-387-0-731/733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Obj. Code 731 "Roads"-Amount available as of 10-1-10 \$92,324.50  
Obj. Code 733 "Drainage Ditches"-Amount available as of 10-1-10 \$60,500.00

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-804-0-731/733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Obj. 731 "Roads"-Amount available as of 10-1-10 \$54,466.50  
Obj. 733 "Drainage Ditches"-Amount available as of 10-1-10 \$10,800.00

---

Attachments

Link: [ai req 23242](#)

---

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 12:23 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:59 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 04:19 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Yvette Islas			Started On: 09/29/2010 01:01 PM	
Final Approval Date: 10/01/2010				

---



**From:** [Agapito Vargas](#)  
**To:** "Yvette Islas"  
**Cc:** "John Paul Lugo"; "Raul Lozano"; "Valde "; [marcie.jackson@co.hidalgo.tx.us](mailto:marcie.jackson@co.hidalgo.tx.us); "Agapito Vargas"  
**Subject:** Agenda Item Authority to Advertise - BCAP 3rd Call Wes-Mer & La Mesa  
**Date:** Wednesday, September 29, 2010 12:05:38 PM

---

Yvette, please place the following item on CC agenda for Tuesday 5<sup>th</sup> October 2010:

Approval to advertise, 3<sup>rd</sup> Call Border Colonias Projects for Precinct 1: La Mesa (CSJ: 3C1080387) and Wes-Mer (CSJ: 3C1080804);  
Project Engineer: TEDSI Infrastructure Group  
Account: 0-1312-431-00-121-387-0-731 & 733 & 0-1312-431-00-121-804-0-731&733

Thanks,

*Agapito Vargas*, Executive Director

Hidalgo County Border Colonias Access Program  
301 East State  
Pharr, TX 78577  
Office Tel: 956/787-1891  
Fax: 956/787-4683  
Cell: 956/460-6364  
email: [agapito.vargas@co.hidalgo.tx.us](mailto:agapito.vargas@co.hidalgo.tx.us)  
email smart phone: [canics49@gmail.com](mailto:canics49@gmail.com)



Please refrain from printing this email unless completely necessary. Go Green!

**Updated COOP Vendor's List & PO Ratification  
CC CONSENT**

Date: 10/05/2010  
 Submitted By: Matilde Faz, PURCHASING DEPT.  
 Submitted For: Marty Salazar  
 Department: PURCHASING DEPT.  
 Agenda Category: Purchasing Department

Information

CAPTION

1. Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2010.

2. Ratification of project authorization approved and signed by Mr. Raymundo Eufrazio on 9/07/2010 through purchase order #646539;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-415-21-170-001-0-336  
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 \$2,400.00 available funding in p.o.# 646539 as of 10/01/10.rc

Attachments

Link: [Updated COOP List](#)

Link: [Weidenhammer Financial Services Auditors](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	10/01/2010 11:16 AM	APRV
2	Budget & Management	Ivan Cantu	10/01/2010 01:24 PM	APRV
3	Rosalinda Cantu		10/01/2010 05:25 PM	PEND
4	Auditor's Office		10/01/2010 05:25 PM	NEW
Form Started By: Matilde Faz			Started On: 09/29/2010 10:11 AM	



Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2010 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

**Purchasing Department**  
"EXHIBIT A"

**TASB Buy Board;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013
	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insko Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012

	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/20105/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Superior Alarms	Radio Communication Products Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	285-08 325-09 289-08	4/1/2008-3/31/2011 10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

**TPSS-Term contracts P.O.s:**

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1 <sup>st</sup> Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010

	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099

	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

**TPSS-DIR;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
6/29/2010	CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	592 673 1364	
	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs. Networking Equipment	236 235 838 1369	
<b>10/5/2010</b>	<b>*Calence, LLC dba Insight Networking*</b>	<b>Network, Networking Equipment, Network Prod. &amp; Serv. &amp; Tele-Network Serv.</b>	<b>1460</b>	<b>8/30/2014</b>
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	

	MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	
	Votec	Software	937	
6/29/2010	Xerox	Products & Services	515	

**TPSS-TXMAS contracts;**

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-11/30/2010
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012

	Kimball International	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

**TPSS-State Travel Management Program;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2010
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2010

**TIPS;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies	1032609	3/26/2011
		Computer Equipment, Components & Peripherals	1072309	7/23/2011

**US Communities;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

**TCPN;**

<b>CC Approval Date</b>	<b>Vendor</b>	<b>Contract Description</b>	<b>Contract</b>	<b>Contract Term</b>
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	2/28/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

**GSA;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

**HGAC;**

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
	Sprint	Communication Equipment & Services	CW-05/02	
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

\*Denotes: New Vendor added for approval

Contract Renewed

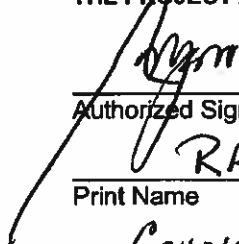
**Appendix – A: Project Authorization**

**Project Summary**

Specified below is a summary description of the proposed project for which Weidenhammer Systems Corporation (Weidenhammer) is requesting authorization to proceed.

1. Client: **Hidalgo County Auditor's Office**  
**100 E. Cano**  
**Edinburg, TX 78539**
  
2. Project: **allo Intelligence Foundation Curriculum – Quick Start Services**
  
3. Project Fees: **Fixed Fee services at \$2,400**
  
4. Optional Fees: **Additional services can be provided upon request. An estimate will be provided for any additional services requested. Services can be related to consultation services on using allo Intelligence outside of the scope of this offering, or custom design and development work to create additional reports and analyses.**  
  
**If travel to Hidalgo County Auditor's Office is required, all travel related expenses such as travel time, mileage, airfare, hotel stay, rental car, meals, etc. will also be billed as incurred. These expenses are not included in the project fixed fee.**
  
5. Project Timing: **Project will be scheduled to start on a mutually agreed upon date.**
  
6. Deliverables: **Professional Services as defined in the Project Scope and Deliverables Section of this Proposal.**
  
7. Date: **May 20, 2010**

**WE HAVE READ AND AGREE TO THE SCOPE, APPROACH, FEES, TERMS AND CONDITIONS OF THE PROJECT DESCRIBED ABOVE AND MORE FULLY DESCRIBED IN THE ACCOMPANYING PROPOSAL, AND SPECIFICALLY AUTHORIZE WEIDENHAMMER SYSTEMS CORPORATION TO PROCEED WITH THE PROJECT AND BEGIN WORK TOWARD COMPLETION.**

  
\_\_\_\_\_  
Authorized Signature

**RAY EUPRACIO**  
\_\_\_\_\_  
Print Name

**County Auditor**  
\_\_\_\_\_  
Title

**9/7/10**  
\_\_\_\_\_  
Date

**Requisition**  
**HIDALGO COUNTY AUDITOR'S OFFICE**

Req # 00181645

PO # 646539

Date: 09/08/10

Bill To: x  
x

**Vendor:** 348589  
 WEIDENHAMMER SYSTEMS CORP.  
 5670 GREENWOOD PLAZA BOULEVARD  
**SUITE 340**  
 GREENWOOD VILLAGE CO 80111  
 FAX (610)378-9409

**Ship To:** HIDALGO COUNTY AUDITOR'S OFFICE  
 2808 S BUSINESS HWY 281  
 EDINBURG TX 78539-6243

**Contact:** R EUFRACIO  
 956-318-2511

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER  Set up of alio Intelligence including remote installation and an explanation of how to configure and manage alio Intelligence server environment; and User Training which provides a thorough overview of the user components and provides basic navigation techniques.  Account No 0-1100-415-21-170-001-0-336  <i># 51920</i>  REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233  <i>Software for remote purposes only (Reports)</i>  <i>this is a component of a signed agreement + approval through CC on 10/27/09</i>  <i>discuss with vendor.</i>	2,400.00  Encumbrance 2,400.00  Freight .00  Total 2,400.00	2,400.00

**Authorized By:** \_\_\_\_\_

**AI-23227**

**11.F.**

**Authority to advertise - "Turnkey Burial Services Including Cemetary Plots for Unidentified (John/Jane Does) Pauper Remains"**

**CC CONSENT**

Date: 10/05/2010  
Submitted By: Yolanda Velasquez, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

**CAPTION**

Authority to advertise and approval of procurement packet (i.e. Specifications, Legal Notice etc.)as attached hereto for: Hidalgo County - Heath & Human Department "Turnkey Burial Services including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains" Bid No. 2010-291-10-27-YZV.

**BACKGROUND**

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1100-444-00-240-002-0-345  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

Available balance as of 9-30-10 \$73,602.75  
Services will be rendered on as "As Needed" Basis Only

Attachments

Link: [Legal Notice-Specifications-Dept. Approval Memo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 12:06 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:58 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/30/2010 04:04 PM	APRV
4	Auditor's Office	Angela Garcia	10/01/2010 05:25 PM	APRV

Form Started By: Yolanda Velasquez Started On: 09/28/2010 01:59 PM

Final Approval Date: 10/01/2010



# MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

**To:** Eddie Olivarez, Chief Administrator Officer  
Hidalgo County Health & Human Services

**Attn:** Dairen Sarmiento, Director

**From:** Yolanda Velasquez *YV*  
Purchasing Dept., Buyer II

**Date:** September 24, 2010

**Re:** **RFB No. 2010-291-00-00-YZV Approval of Specifications/Requirements for "TURNKEY BURIAL SERVICES INCLUDING CEMETERY PLOTS FOR UNIDENTIFIED (JOHN/JANE DOES) PAUPER REMAINS"**

Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: Yes  No  Other specify \_\_\_\_\_

BUDGET ACCOUNT#: 10-1100-444-00-240-002-0-345

<i>Dairen Sarmiento</i>	Dairen Sarmiento	9/28/10
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) no later than **WEDNESDAY, SEPTEMBER 29, 2010 by 2:00P.M.****

**ENCLOSURES**

**HIDALGO COUNTY**  
**“TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS)**  
**FOR UNIDENTIFIED PAUPER REMAINS”**  
**BID No: 2010-291-10-27-YZV**

---

**SCOPE OF SERVICE:**

Hidalgo County is seeking a “Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains” (aka John/Jane Doe’s) with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. “ALL BURIAL SERVICES” WILL BE ON “**AN AS NEEDED BASIS ONLY**”.

**SPECIFICATIONS:**

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turnaround period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.
2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.
3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent’s body for burial, etc.

Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.
5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.
6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.
7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

8. Any religious services held (if any) shall be at no additional cost to the County.
9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.
10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).  
Perpetual care is not required.

### **TERMS AND CONDITIONS:**

1. The term of the contract is for a period of one (1) year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.
2. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
3. Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.
4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's (30) written notice prior to cancellation.
5. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.
6. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
7. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
8. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

**ADDITIONAL INFORMATION:**

Further information regarding this project can be addressed to the Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

All written inquiries will be accepted via email: [yolanda.velasquez@co.hidalgo.tx.us](mailto:yolanda.velasquez@co.hidalgo.tx.us) or via facsimile (956) 318-2629 no later than, Wednesday, [October 20, 2010](#) at 5:00 p.m. at (956)318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m. Friday, [October 22, 2010](#).

**Bid No: 2010-291-10-27**

**Buyer: Yolanda Z. Velasquez**

**Tel. No: (956) 318-2626**

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY HEALTH DEPARTMENT** **"TURNKEY BURIAL SERVICES INCLUDING** **CEMETERY PLOTS FOR UNIDENTIFIED** **(JOHN/JANE DOE'S) PAUPER REMAINS"**

### **BID OPENING DATE**

OCTOBER 27, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Business Hwy 281 Administration Building  
Edinburg, Texas 78539  
956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains - Hidalgo County Health Department"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2010-291-10-27-YZV-"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains – Hidalgo County-Health Department"** and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, OCTOBER 27, 2010. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2010-291-10-27-YZV-RFB-"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains – Hidalgo County-Health Department"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - No deliveries accepted after 3:00 P.M., Monday-Friday.
  - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains -Hidalgo County Health Department"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County – Auditor's Office  
Ray Eufrazio, County Auditor  
2812 S. Business 281  
Edinburg, Texas 78539  
(956)318-2511

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>OCTOBER 27, 2010</u></b>
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
  
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
  
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
  
- If a contract is for the construction, alteration or repair of public buildings or

public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

#### 19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

#### 20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct

business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: [www.window.state.tx.us/taxinfo/coastintr.html](http://www.window.state.tx.us/taxinfo/coastintr.html) .**  
**If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
  - Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY-HEALTH DEPARTMENT**  
**"Turnkey Burial Services Including Cemetery Plots for Unidentified (John/Jane Doe's) Pauper Remains"**  
**BID NO.: 2010-291-10-27-YZV**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S Business Highway 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_  
Address: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CREDIT CARD PAYMENT SERVICES  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Olga Montero, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Clarification of the effective date for: "Credit Card Payment Services" approved by Commissioners Court on 09/07/10 to reflect-September 22, 2010 through September 21, 2011 and not January 1, 2011 as previously captioned.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A ACCT. #: N/A  
FUNDS AVAILABLE Y/N?: N/A MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Credit Card Services will be paid through user fee, no budgetary impact to the County.

Attachments

Link: [EXTENSION LETTER AND INSURANCE CERTIFICATE](#)

Link: [THIRD AMENDMENT APPROVED ON CC 09 07 2010](#)

Link: [CURRENT CONTRACT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 01:33 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 02:37 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Olga Montero

Started On: 09/28/2010 09:32 AM

Final Approval Date: 10/01/2010



PURCHASING DEPARTMENT  
County Of Hidalgo

August 08, 2010

William C. Hamer, CEO  
c/o Mike Braun  
Easy Access, Inc.  
4200-A N. Bicentennial Dr.  
McAllen, Texas 78504

Via Facsimile (361) 682-0906  
Via-Email: [mgbraun@hecorp.com](mailto:mgbraun@hecorp.com)

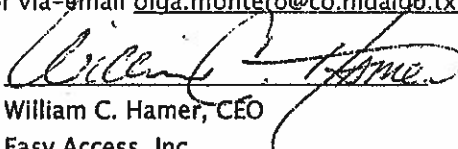
Re: Extension/Renewal - Contract No. C-09-040-09-22 - "Credit Card Payment Services"-Hidalgo County

Dear Mr. Hamer:

Commissioners' Court will take applicable action (Tuesday, August 24, 2010) in connection with the Hidalgo County's option to extend/renew the additional one (1) year period as provided in the current requirements agreement (under the same rates, terms and conditions). Effective date of Extension/Renewal is January 01, 2010. <sup>2011</sup> <sup>09/22</sup> <sup>6770</sup>

Acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, August 18, 2010, 10:00 a.m., via-facsimile to (956) 956-292-7612 or via-email [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us).

By:

  
William C. Hamer, CEO  
Easy Access, Inc.

Date:

8-12-10

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4859. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

  
Olga T. Montero, Buyer II

Hidalgo County Purchasing Department

xc: file

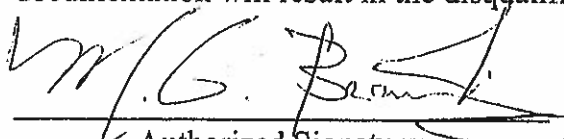
**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, M. G. BRAUN JR / EASY ACCESS INC, possess all of the APPLICABLE:

- 1. Licenses: N/A
- 2. Bonds: N/A
- 3. Certificates: N/A
- 4. Permits: N/A
- 5. Other: N/A

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.



M.G. BRAUN JR. / SPECIAL PROJECTS DIRECTOR

\_\_\_\_\_  
Date

EASY ACCESS INC  
Company

4200-A N. BICENTENNIAL DR.

Address

MCALLEN, TX 78504

City, State, Zip



<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 08/12/2010
PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED HAMER ENTERPRISES 4200 A N. BICENTENNIAL MCALLEN TX 78504	INSURERS AFFORDING COVERAGE INSURER A: AMERICA FIRST INS INSURER B: TEXAS MUTUAL INS. CO INSURER C: INSURER D: INSURER E:	NAIC #

**COVERAGES**

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

INSR ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP182958-7	05/16/2010	05/16/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000... PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02BP182958-7	05/16/2010	05/16/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$  EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below  OTHER	SBP0001168510-10	05/16/2010	05/16/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 EASY ACCESS INC: INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT FOR CREDIT CARD PAYMENT SERVICES FOR HIDALGO COUNTY


<b>CERTIFICATE HOLDER</b>  HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	<b>CANCELLATION</b> AI 100170  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
---	---



2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Vendor and County ratify and confirm the terms and provisions of the Contract, as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

**EASY ACCESS, INC.**

  
By: PROJECTS DIRECTOR  
Its \_\_\_\_\_

**HIDALGO COUNTY, TEXAS**


  
Rene Ramirez, County Judge

ATTEST:

  
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By:   
Stephen L. Crain

# **EZAccess®**

## **INTERNET PROCESSING PROFESSIONAL SERVICES AGREEMENT**

**EASY ACCESS INC** whose principal office is located at 4200-A N Bicentennial Dr, McAllen, Texas, 78504, (hereinafter referred to as EAI) and HIDALGO COUNTY, at 100 N Clossner, Edinburg, Texas 78540, (hereinafter referred to as CLIENT), a recipient of services using EAI software, agree as follows:

### **WITNESSETH:**

WHEREAS, the CLIENT has a need for specific professional services called "Credit Card Payment Services" and EAI has submitted a proposal (hereinafter referred to as the "PROPOSAL") for the provision of those services.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

#### **1. CONTRACT:**

The Contract consists of:

- A. This document and
- B. EXHIBITS A through G, attached hereto.

#### **2. SERVICES TO BE PERFORMED:**

Subject to the provisions hereof EAI agrees to supply the professional services as defined herein and in EXHIBIT A (cumulatively hereinafter referred to as the "SERVICES") in accordance with the Project Implementation Plan Overview, attached hereto and marked as EXHIBIT B.

#### **3. CONSIDERATION:**

In consideration of supplying the SERVICES, the CLIENT shall provide EAI with EAI's space requirements, facilities access requirements, CLIENT personnel time and the right of peaceful use of same as required by EAI to carry out the implementation responsibilities required by the SERVICES and support of same under this Agreement, as well as all other responsibilities defined in Article 11 of this Agreement. While the CLIENT will not be responsible for any cash consideration to EAI for the SERVICES, the CLIENT's customers who choose to benefit from the SERVICES will pay EAI and EAI will be responsible for collecting a convenience fee that is clearly defined to the CLIENT's customers by EAI prior to using the SERVICES on a transaction basis, the current convenience fee schedule being define in EXHIBIT F. Because banks and credit card processing firms costs and fee

structures to EAI routinely change, EAI's current convenience fee schedule is subject to change on the anniversary year of this agreement and for all succeeding years of this agreement. During each of these annual periods, EAI will either automatically renew the fee schedule from the immediate preceding annual period or EAI will negotiate a new fee schedule that is mutually acceptable by both the CLIENT and EAI for the forth coming new annual renewal period. If EAI determines that a new fee schedule is necessary, then EAI will provide notice to the CLIENT at least 30 days prior to the anniversary date of this agreement that a new fee schedule must be negotiated. During that negotiating period, all existing fee schedules will remain in place up to a maximum of 60 days from the agreement's anniversary date. Accordingly this contract acknowledges that this service is a convenience for the credit card holder and the entire cost of this service is borne same. If the CLIENT's customer performs a transaction using the SERVICES that results in a charge back to EAI, such as a misappropriated credit card, EAI will reverse the credit made to the CLIENT's specified bank account and provide the CLIENT with the appropriate reporting to identify the charge back. Unless specifically stated to the contrary elsewhere within this Agreement or Amendments hereto, the CLIENT agrees that nothing said or implied within this Agreement shall provide the CLIENT with any ownership or a continuous, uninterrupted right-to-use license in EAI products or services during this Agreement or after the termination of this Agreement by either party.

#### **4. IMPLEMENTATION STRATEGY DOCUMENT (ISD):**

Attendant with this contract, EAI shall deliver for the CLIENT's approval an Implementation Strategy Document (hereinafter referred to as the "ISD"). The ISD shall include, but not be limited to:

- A. Management Overview
- B. Technical Plan
- C. Project Organization Plan
- D. Training Plan
- E. Implementation Plan
- F. and such other items delineating the SERVICES and the work to be performed by EAI as the parties may mutually agree upon.

Because the ISD is a CLIENT approved (formal sign-off required by CLIENT authority) instrument (that is executed simultaneously with this Professional Services Agreement) and a road map of the how, what and where tasks are accomplished for project implementation, it is implicit that both parties agree to cooperate with each other in the preparation of the ISD. Consequently, project implementation can only begin after formal review and approval by CLIENT staff authority. As a result of that approval and on matters agreed in the ISD, it will take precedence in accordance with Article 21, paragraph "A" of this Agreement. EAI agrees to perform the work and provide the SERVICES in the manner specified in the ISD.

## 5. SERVICES ACCEPTANCE:

### A. PROJECT MILESTONES

Project Milestones are delineated in EXHIBIT C. EAI shall certify in writing to the CLIENT when each Project Milestone of the SERVICES supplied by EAI hereunder is delivered and ready for acceptance. Within five (5) working days following the receipt of the certification of delivery, the CLIENT shall respond to EAI in one of the following manners:

- i. if successful accomplishment of a Project Milestone has been attained, the CLIENT shall respond in writing that the respective Project Milestone of the SERVICES is accepted; said response shall constitute final acceptance of the services delivered or
- ii. if the CLIENT determines that the products and services delivered do not conform to requirements detailed in this document, it shall so notify EAI. Thereafter, the acceptance of the Project Milestone shall continue on a day-to-day basis until EAI conforms the SERVICES to the specified requirements. Failure by the CLIENT to make any response to EAI within a ten (10) working day period shall be deemed final acceptance of the services delivered.

### B. FINAL SERVICES ACCEPTANCE

CLIENT will accept the qualitative performance of the SERVICES when they have been satisfactorily demonstrated to the CLIENT to have been provided in substantial accordance with the CLIENT approved and delivered ISD. Consequently, compliance with the CLIENT approved ISD will constitute conformity to the actual CLIENT needs and requirements. The Final Acceptance Testing will consist of CLIENT actual usage of or benefit from the EAI delivered SERVICES for a specified period of time as identified in the mutually agreed to ISD, not to exceed thirty (30) days. It is during this time frame that the System will be test-operated within EAI's specifications and thereby confirmed that the System does in fact perform as EAI has so represented regarding the processing of credit card transactions. The Final Acceptance Test Plan is defined in the mutually accepted ISD. CLIENT shall have a maximum of ten (10) working days from the date of notification of completion of final acceptance testing, within which to respond in writing to such delivery via certified mail, over night carrier or FAX. If CLIENT believes the SERVICES delivered do not conform to the requirements of this Agreement, it shall so notify EAI thereof within the above-stated ten (10) days and shall point out with particularity wherein the SERVICES fail to so conform. In the event CLIENT finds the SERVICES conforming to the requirements of this Agreement, it shall, within the above-stated ten (10) days, notify EAI in writing of this fact, which notification shall constitute final acceptance of the SERVICES delivered. Should CLIENT fail to respond within the ten (10) days, the SERVICES shall be deemed accepted.

## 6. DELIVERY:

Delivery will be F.O.B. to the CLIENT at the designated site specified in EXHIBIT D.

**7. EXTENSION OF TIME:**

EAI shall not be liable under this Agreement for any loss or damage to the CLIENT due to delay in delivery or other performance failures resulting from any cause beyond EAI's reasonable control. Such causes shall include, but are not limited to compliance with lawful regulations, orders, acts, instructions, or priority requests of any Government, or department or agency thereof, civil or military authority, acts of God, acts of the public enemy, acts or omissions of the CLIENT, fires, floods, strikes, lockouts, embargoes, wars, riots or insurrections. The delivery schedule provided in EXHIBIT C shall be extended by the amount of any delay resulting from any such cause beyond EAI's reasonable control plus a reasonable time to accommodate adjustment to such extension. EAI shall give the CLIENT notice of the presence of any cause referenced above promptly after EAI becomes aware of the existence of same.

**8. TERMINATION BY THE CLIENT:**

In addition to any other right to terminate set out herein, if EAI should be adjudged bankrupt, should make a general assignment for the benefit of its creditors, a receiver should be appointed for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the CLIENT may terminate this Agreement.

If EAI should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, disregard laws and ordinances, not proceed with work in a timely fashion or fail to meet standards of performance, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the CLIENT, at it's option, may terminate this Agreement. Prior to termination of this Agreement, the CLIENT shall give EAI thirty (30) calendar days to cure such deficiencies caused by EAI.

Either parties without cause upon thirty - (30) days written notice may terminate this agreement.

**9. CHANGES:**

The CLIENT may request changes in the scope of services to be performed by EAI hereunder. All such changes shall be mutually agreed upon by and between the parties and shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due EAI for the change in scope.

**10. FACILITIES:**

During the course of this Agreement, the CLIENT shall provide EAI personnel with adequate workspace for technicians and other related facilities as may be required by EAI to carry out its obligations enumerated herein (please see Article 11 of this Agreement).

**11. CLIENT RESPONSIBILITIES:**

The CLIENT shall obtain at its expense all government and other permits and licenses required for installation and operation of the SERVICES, including but not limited to such

items as the CLIENT's PCs' operating system licenses.

The CLIENT will be responsible for providing the desired quantity of the display and print devices required to use the SERVICES or additional devices as may be required from time to time at CLIENT's discretion, as well as such devices' maintenance and support.

The CLIENT shall provide an adequate work space (as noted in article 10) for EAI staff and technicians that will approximate an area of 6' x 8'.

The CLIENT will be responsible for installing or providing access to CLIENT's pre-existing communications networks including but not limited to all system telephone lines, hardware cabling, microwave links, modems, radios and other equipment not included as a part of this Agreement and necessary to the successful operation of the SERVICES and interfaces to other computer databases and associated remote and Internet terminals.

For the above CLIENT provided devices and equipment, the CLIENT will provide space, power, environmental control and operating environment as defined by the hardware manufacturer's published specifications. The CLIENT will provide access as required by EAI to carry out the responsibilities of this Agreement to include but not limited to any required on-site tailoring, testing, training or support of the SERVICES, for use by the CLIENT. Additionally, services such as training will be predicated on both CLIENT staff and EAI staff availability, all as prescribed in the mutually agreed to ISD.

The CLIENT will designate a Project Manager to be the liaison with EAI. The Project Manager will be available during normal business working hours for consultation.

The CLIENT will make available all necessary supplies to include but not limited to such items as printer paper for CLIENT owned printers, magnetic tapes or disk packs for replication of on-going County Court record fines, fees and property tax data.

The CLIENT will provide a designated financial institution as its depository. In this case it is understood that the depository is First National Bank of Edinburg, and all necessary transit or identification numbers required by the SERVICES to make the required collection deposits electronically.

## **12. LIMITATIONS:**

EAI's sole liability under this Agreement shall be for providing the SERVICES. EAI will not be liable for any lost profits or revenues of the CLIENT. These exclusions include but are not limited to such instances as CLIENT operator errors, particularly as they relate to errors produced on the CLIENT's court management system from Tyler Technologies, or the property tax system from Appraisal and Collections Technologies (ACT) or operator errors where the operator has simply entered erroneous data to the proposed EZ-NETPAY® service solution. EAI's liability hereunder for damages, under this numbered paragraph 12, regardless of the form of action, shall not exceed the fees and other charges paid by the CLIENT under this Agreement. In no event shall EAI be liable for consequential damages under this numbered paragraph 12.

**13. WORK HOURS AND SAFETY STANDARDS:**

EAI shall agree that (a) each of its laborers shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards promulgated by the Secretary of Labor by regulations (20 CFR 1518).

**14. WORKER'S COMPENSATION:**

As an entity incorporated in the State of Texas, EAI certifies that it is aware of the provisions of the Labor Code of the State of Texas which requires every employer to be insured against liability for workmen's compensation. Furthermore, EAI certifies that it will comply with such provisions and will provide upon request proof of such Workmen's Compensation Insurance to the CLIENT.

**15. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS:**

EAI shall comply with Title VI of the Civil Rights of 1964, as amended, to the end that no person shall, on the grounds of race, creed, color, sex, handicap, religion, age or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program or activity supported by this Agreement. Likewise, EAI warrants that it shall not discriminate against any persons who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV or infection with any other probable causative agent of AIDS.

**16. INSURANCE:**

At the request of the CLIENT, EAI shall provide proof of comprehensive general liability in amounts satisfactory to the CLIENT.

**17. SECURITY AND PRIVACY:**

CLIENT agrees that none of its officers or employees shall use or reveal any EAI proprietary information furnished by EAI for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of EAI, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. EAI shall be notified in writing immediately upon receipt of any such order of court, pertaining to production of such information.

**18. COVENANT AGAINST CONTINGENT FEES:**

EAI warrants that no person or selling agency has been employed or retained to solicit or secure percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by EAI for the purpose of securing business. For breach or violation of this warranty, the CLIENT shall have right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the agreement price or consideration, or otherwise recover, the

full amount of such commission, percentage, brokerage or contingent fee.

#### 19. INDEMNIFICATION:

EAI hereby agrees to indemnify and hold harmless the CLIENT, its officers, agents and employees of and from:

- A. any and all claims made by a third party and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any claims or damages of any person or damage suffered or sustained by any person or corporation caused by, or alleged to have been caused by any act, negligent or otherwise, of EAI under this Agreement or of EAI's employees, agents, successors and assigns;
- B. any and all claims and demands concerning destruction of the property of the CLIENT, its officers, agents, or employees occupied or used by or in the care, custody, or control of EAI, or in proximity to the site of EAI's work, caused by any acts, negligent or otherwise, of EAI, its agents, employees, successors and assigns under this Agreement or of EAI's employees or agents;
- C. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of EAI under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the CLIENT, its officers, agents or employees;
- D. any and all claims and demands which may be made against the CLIENT, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or claims caused or alleged to have been caused by the use of any apparatus, appliance, or materials furnished by EAI under this Agreement; and
- E. any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit required of EAI.

#### 20. PATENTS:

If notified promptly in writing of any action (and all prior claims relating thereto) brought against the CLIENT alleging that the CLIENT's use, sale or other disposition of the products herein described (including use of licensed software) infringes on a United States patent or copyright, EAI will defend such action at its expense and will pay the costs for the injuries and damages awarded against the CLIENT in such action, provided that EAI shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. If a final injunction is obtained in such action against the CLIENT's use of the products or if in EAI's opinion the products are likely to become the subject of a claim of infringement, EAI will, at its option and at its expense, either procure for the CLIENT the right to continue using the products, replace or modify the same so that they become non-infringing, or grant the CLIENT a credit for such products as depreciated and accept their return. Depreciation shall be an equal amount per year over the life of the products as

established by EAI. EAI shall not have any liability to the CLIENT if the alleged infringement is based upon (i) use or sale of the products in combination with other products or devices which are not made by EAI or (ii) the furnishing to the CLIENT of any information, service or applications assistance. No cost or expenses shall be incurred for the account of EAI without the prior written consent of EAI. In no event shall EAI's total liability to the CLIENT under or as a result of compliance with the provisions of this clause exceed the sum paid to EAI by the CLIENT for the allegedly infringing products. The foregoing states the entire liability of EAI with respect to alleged infringement of patents and copyrights by the products or any part thereof or by their operation.

## **21. ORDER OF PRECEDENCE AND VENUE**

In the event of a conflict in interpretation between any of the applicable contract documents specified below, all incorporated herein by this reference, any such conflict shall be resolved by giving precedence in the following order:

### **A. Implementation Strategy Document (ISD)**

Only after approval of the ISD by the CLIENT shall said document be the first document in the order of precedence in the event of a SERVICES technical conflict requiring interpretation.

### **B. This Agreement and any EXHIBITS or AMENDMENTS hereto**

### **C. The EAI proposal**

The venue for this and all associated agreements shall be Hidalgo County, Texas.

## **22. TERM OF AGREEMENT:**

The Agreement shall commence on the final execution date of this agreement by both parties to this Agreement and shall continue through implementation of the SERVICES, as defined by the mutually agreed ISD and it's project work plan, unless sooner terminated or extended as herein provided.

## **23. SEVERABILITY:**

If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **24. STATE OF TEXAS LAWS:**

This agreement shall be governed according to the laws of the State of Texas.

## **25. CONTRACT REPRESENTATIVES:**

The EAI and CLIENT project teams including the Project Managers are set forth in EXHIBIT E. Any changes in the method or nature of work to be performed under this Agreement must be processed through the Project Managers respectively.

**26. NON-ASSIGNABILITY:**

The parties hereto may not assign the rights or obligations hereunder without the prior written consent of the other party.

**27. GENERAL:**

This Agreement, EXHIBITS A through G and the EAI Proposal attached hereto and/or incorporated by reference, constitute the entire agreement, understanding and representation between EAI and CLIENT. No modifications or amendments to the Agreement shall be valid unless in writing and signed by duly authorized representatives of the parties.

A waiver of a breach or default under this contract shall not be a waiver of any other or subsequent default.

**28. NOTICES:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

**EASY ACCESS INC**

4200-A N Bicentennial Dr

McAllen, Texas 78504

Attn.: Mr. M G (Mike) Braun / Project Manager

Phone #: 956:682-3466

FAX #: 956:682-0906

**HIDALGO COUNTY DISTRICT CLERK**

100 N Closner

Edinburg, Texas 78540

Attn.: Mr. Noe Lopez (from the County Clerk's Office) / Project Manager

Phone #: 956:318-2200

FAX #: 956:318-2251

**HIDALGO COUNTY TAX-ASSESSOR COLLECTOR**

2804 S. US Hwy 281

Edinburg, Texas 78539

Attn.: Mr. Paul Villarreal / Project Manager

Phone #: 956:318-2157

FAX #: 956:318-2733

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,2**224 N. 12<sup>th</sup> Street

Edinburg, Texas 78541

Attn.: Mr. Robert Leal / Project Manager

Phone #: 956:383-0921

FAX #: 956:383-7430

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL.,1**

212 N. 12<sup>th</sup> Street

Edinburg, Texas 78541

Attn.: Ms Aleida Lopez / Project Manager

Phone #: 956:380-4473

FAX #: 956:380-4029

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY CLIENT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF EAI AT ITS PRINCIPAL PLACE OF BUSINESS.

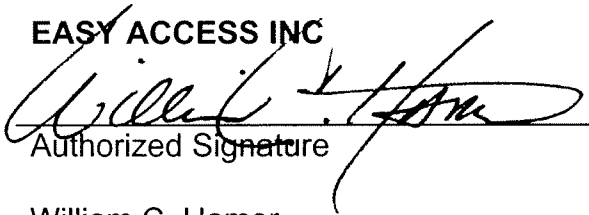
CLIENT and EAI have caused this Agreement to be executed by their duly authorized officers as of the date below.

EAI:

CLIENT:

**EASY ACCESS INC**

**HIDALGO COUNTY**

  
Authorized Signature

  
Authorized Signature

William C. Hamer

JUAN D. SALINAS, III

Typed

Typed

CEO

COUNTY JUDGE

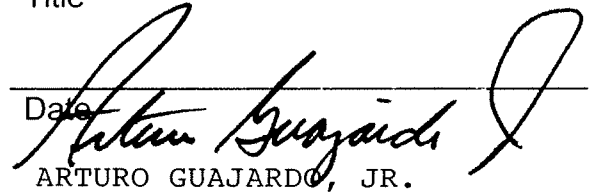
Title

Title

Date

9-30-09

Date

  
ARTURO GUAJARDO, JR.

Attest

COUNTY CLERK

Title

Approved by Commissioners' Court on 09/22/09

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: 

## 29. EXHIBIT A: PROFESSIONAL SERVICES DESCRIPTION

EAI will provide their EZ-NETPAY<sup>®</sup> Internet Payment Services to CLIENT for all of the collection types performed by the following subdivisions of Hidalgo County; District Clerk, Tax Assessor-Collector and the County Justice of the Peace. While not totally inclusive, those collection types shall include such items as the collection of County District Clerk and Justice of the Peace document copy fees, document filing fees, and court fees and fines as well as Property Taxes and Motor Vehicle Registration fees.

To effect the EZ-NETPAY<sup>®</sup> Internet Payment Services specifically for CLIENT, EAI will provide the following:

1. Access to the EZ-NETPAY<sup>®</sup> application software and Internet services via an Internet backbone connection provided by the CLIENT
2. All maintenance and support of the EZ-NETPAY<sup>®</sup> application and services software and any agreed to Web Services to meet the SERVICES requirements to include, but not be limited to, any technical or State mandated upgrades required to perform the SERVICES
3. A special Hidalgo County CASHIERING EZ-NETPAY<sup>®</sup> Web site and hosting service to include all remote server hardware as well as maintenance and support for same in order to provide for the remote payment of Hidalgo County Court fees, fines, property taxes and motor vehicle fees
4. Training of specified County Clerk staff on the operation of EZ-NETPAY<sup>®</sup> services specifically for the County Clerk and the special Hidalgo County CASHIERING fee and fine payment Web site
5. Standard reports of reconciliation for the each of the County subdivisions identified for service, all predicated on existing EZ-NETPAY<sup>®</sup> application software fields, those fields include but not limited to tasks, date, time period (i.e. weekly), location, Unique Employer Identifier and Credit Card Processing Center Authorization Code
6. All necessary credit card supplies that may be required to perform the task of manually entering a credit card collection should the EZ-NETPAY<sup>®</sup> automated system be inactive for an inappropriate amount of time. Attendant with these supplies will also go all the necessary training for use of these supplies

**30. EXHIBIT B: PROJECT IMPLEMENTATION PLAN OVERVIEW**

1. Agree on Project expectations of all parties involved in the implementation of the SERVICES
2. Ascertain project personnel and their responsibilities for each implementation phase
3. Make mutually agreed to no cost customized changes to EAI software and services
4. Provide EAI modified product proto-type for review by Hidalgo County Project Team
5. Provide Project Team Training
6. Test Internet access and database access
7. Perform final acceptance testing

**31. EXHIBIT C: PROJECT SCHEDULE  
MILESTONE ESTIMATED DELIVERY TIME FRAMES**

The time frames listed below commence from the date of delivery of the proposed SERVICES Agreement. Failure to complete any milestone listed within the time frame agreed below can impact the completion of the remaining milestones.

<b>PROJECT MILESTONE</b>	<b>TIME FRAME</b>
Delivery, execution and acceptance of Professional Services Agreement	01 – 10 Days
Delivery of Contracted EZ-NETPAY <sup>®</sup> SERVICES & Manual Collection Supplies	01 – 45 Days
Delivery of Hidalgo County web based CASHIERING Fee / Fine and Property Tax Payment Web based payment services solution	20 – 45 Days
Delivery of Project Team Training	30 – 60 Days
Completion of final acceptance testing	60 - 90 Days

**32. EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES****HIDALGO COUNTY DISTRICT CLERK**

100 N Closner  
Edinburg, Texas 78540  
Attn: Mr. Noe Lopez

**HIDALGO COUNTY TAX-ASSESSOR COLLECTOR**

2804 S. US Hwy 281  
Edinburg, TX 78539  
Attn: Mr. Paul Villarreal

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2**

224 N. 12<sup>th</sup> Street  
Edinburg, TX 78541  
Attn: Mr. Robert Leal

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1**

212 N. 12<sup>th</sup> Street  
Edinburg, TX 78541  
Attn: Ms Aleida Lopez

**33. EXHIBIT E: PROJECT MANAGERS**

**EASY ACCESS INC**  
Mr. M G (Mike) Braun

**HIDALGO COUNTY CLERK**  
Mr. Noe Lopez

**HIDALGO COUNTY DISTRICT CLERK**  
Mr. Noe Lopez (acting for the District Clerk's Office)

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 2**  
Mr. Robert Leal

**HIDALGO COUNTY JUSTICE OF THE PEACE PCT. 4 PL., 1**  
Ms Aleida Lopez

**34. EXHIBIT F: EZ-NETPAY<sup>®</sup> Convenience Fee Schedule**

**A. Credit Card Fees**

This proposed credit card processing service (including support for the application software Services) will be provided to the County at No Charge. Re-imbursement for these services will be through a Convenience Fee\* that will be charged by EAI to the Credit Card holder. The proposed fee will be \$2.50 per \$100 (please see the sample chart below).

Beginning Dollar Range	Ending Dollar Range	Fee <sup>1</sup>
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 300.00	\$ 7.50
\$ 300.01	\$ 400.00	\$ 10.00
\$ 400.01	\$ 500.00	\$ 12.50
\$ 500.01	\$ 600.00	\$ 15.00
\$ 600.01	\$ 700.00	\$ 17.50
\$ 700.01	\$ 800.00	\$ 20.00
\$ 800.01	\$ 900.00	\$ 22.50
\$ 900.01	\$ 1,000.00	\$ 25.00
\$ 1,000.01	AND UP	The above sample chart illustrates the \$2.50 per \$100 flat fee that will continue in the same manner for any credit card charges covered under this proposal.

<sup>1</sup>These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

## B. Electronic Check Fees

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NETPAY™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee <sup>2</sup>
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

<sup>2</sup> These fees will automatically renew on an annual basis that will commence on the anniversary of this agreement for each of the succeeding years that this agreement is in existence. Once a fee schedule is renewed, EAI will commit to that fee schedule for that contract year. If the need to modify a current year fee schedule becomes necessary, EAI will contact the County within 30 days of the anniversary of this contract to renegotiate a fee schedule that will be mutually acceptable to both the County and EAI.

35. EXHIBIT G: SIGNATURE AUTHORIZATION

HIDALGO COUNTY

CERTIFICATION OF AUTHORIZATION:

I hereby certify that Mr / Ms \_\_\_\_\_ of HIDALGO COUNTY is entitled to represent the County of Hidalgo, Texas and is authorized to sign a contract with **EASY ACCESS INC.**

Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Title:  
Office and/or  
Department  
\_\_\_\_\_

Date: \_\_\_\_\_

**Notarization**

I do hereby certify that the aforementioned individual of HIDALGO COUNTY, known to me as \_\_\_\_\_, appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Typed/Printed Notary Public Name

My Commission Expires:

\_\_\_/\_\_\_/\_\_\_

EXHIBIT "A"

Specifications,  
Scope of Services, Requirements,  
General Terms and Conditions

Hidalgo County  
"CREDIT CARD PAYMENT SERVICES"

RFP NO: 2009-040-06-10-otm

**HIDALGO COUNTY**  
**“CREDIT CARD PAYMENT SERVICES”**  
**RFP NO: 2009-040-06-10-otm**

**Overview:**

The County of Hidalgo is seeking to engage Proposer's to furnish a **“TURN-KEY”** Credit Card Payment Services. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **“Credit Card Payment Services”** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, June 10, 2009. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**Deliver Submittal to:**  
**RFP Number: 2009-040-06-10-otm**

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show The RFP Number, Name And Opening Date.**

The following outlines the Request For Proposals:

**SECTION I - GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, June 03, 2009, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, June 05, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **NON-DISCRIMINATION:** Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**DURATION OF CONTRACT:** The initial term of the contract shall be for **One Year**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services/Requirements** (Hardware & Software Agreement) in **Exhibit "A"**.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):**

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific

project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

**If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

## **SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS**

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace- Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. Provide a browser based turn-key Credit-Card / Internet Check payment processing Application Service Provider (ASP) solution.
2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.
3. The proposed solution must provide 128 bit encryption.
4. The proposing vendor must provide, "live" instructor directed training services for all current and future staff.
5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry-Data Security Standard) certification.
6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.
7. Provide a custom public website that is specific to Hidalgo County for the collection of specific service fees (sample of website is provided upon request)
8. The proposed solution must provide the County with a Real-time Administrator Module that will allow Hidalgo County senior staff to manage the following without vendor intervention:
  - (a) Create departmental location(s)
  - (b) Create individual user-task descriptions
  - (c) Create authority for individual users by task
  - (d) Create duplicate receipts on demand
9. The proposed solution must provide Hidalgo County with a real-time interface with the County's Property Tax Software vendor, ACT.
10. The proposed solution must be able to provide on-line receipts for all credit card transactions.
11. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier.
12. Must provide on-line "real-time" on demand reports on all counter transactions based upon the following minimum guidelines:
  - (a) Daily transactions by unique task, i.e, property tax payment, motor vehicle fee, court fines & etc.
  - (b) All transactions by date
  - (c) All transactions, by either week, month or real-time on a daily basis for counter transactions
  - (d) All transactions by unique user-defined Employee Identifier
13. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.

14. Provide daily "Live" Customer Call Service Desk support to County staff and the client Credit Card users.
15. Provide daily "Live" credit card resolution assistance
16. Provide a means by which the County can request a credit card transaction reversal
17. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.

### **SERVICES AND FEES**

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all bids are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, J.P. Mary Alice Palacios, J.P. Charlie Espinoza and any other county department that would like to use the Credit Card Services System.

### **HARDWARE AND SOFTWARE MAINTENANCE**

The appropriate processing equipment (terminals, printers, imprinters, pin pads, etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on all service calls.

**Maintenance shall include software upgrades and any required service (on-site and remote).**

#### **ON-SITE VISIT**

In order to properly assess the needs of the Hidalgo County Tax Office, it's respective substations, the District Clerk's Office, Justice of the Peace-Mary Alice Palacios, Justice of the Peace-Charlie Espinoza and any other applicable departments, on-site visits are required. The following are the contact persons, addresses and telephone numbers of the four (4) departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

- |  |  |
|--|--|
| <p>(1) Hon. Armando Barrera, RTA<br/>Hidalgo County Tax Office (New Administration Bldg)<br/>2804 S. Business Hwy 281<br/>Edinburg, Texas 78539 (956) 318-2876</p> | <p>(3) Justice of the Peace-Charlie Espinoza<br/>(Precinct 4, Place 1)<br/>212 N. 12<sup>th</sup> Ave.<br/>Edinburg, Texas 78539 (956) 380-4473</p>    |
| <p>(2) Hon. Laura Hinojosa, District Clerk<br/>Hidalgo County Courthouse<br/>100 N. Closner- (1<sup>st</sup> Floor)<br/>Edinburg, Texas (956) 318-2200</p>         | <p>(4) Justice of the Peace-Mary Alice Palacios<br/>(Precinct 4, Place 2)<br/>222 N. 12<sup>th</sup> Ave.<br/>Edinburg, Texas 78539 (956) 292-7015</p> |

**HIDALGO COUNTY  
CREDIT CARD PAYMENT SERVICES SYSTEM  
RFP. No. 2009-040-06-10-otm**

**PROPOSAL SHEET**

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. **This information may be provided on separate sheets of paper if necessary.**

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

*The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.*

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

<b>TURNKEY SYSTEM</b>			
<b>MAINTENANCE</b>	<b>1<sup>ST</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total</b>
HARDWARE	\$	\$	\$
SOFTWARE	\$	\$	\$

In the event of a typographical error, unit price prevails.

## SECTION III – SELECTION / EVALUATION / RANKING

### **A. SELECTION/EVALUATION/RANKING PROCESS:**

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

**Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:**

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. **25 points**
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. **30 points**
3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. **20 points**
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. **25 points**

**Total 100 Points**

### **B. RANKING OF PROPOSALS:**

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

### **C. NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

### 5.3. CERTIFICATE OF INSURANCE INSERT

(Insert Certificate of Insurance after this page)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/11/2009

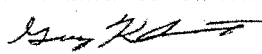
<b>PRODUCER</b> THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> EASY ACCESS 4200 A N. BICENTENNIAL MCALLEN TX 78504		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: AMERICA FIRST INS. INSURER B: TEXAS MUTUAL INS. CO. INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02BP182958-6	05/16/2009	05/16/2010	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPI/OP AGG	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02BP182958-6	05/16/2009	05/16/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001168510-07	05/16/2009	05/16/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 REFERENCE: TAX OFFICE HARDWARE AND SOFTWARE COMPUTER SYSTEM COUNTY OF HIDALGO IS NAMED AS AN ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b>  HIDALGO COUNTY ATTN: PURCHASING DEPARTMENT 2812 SOUTH HWY BUS 281 EDINBURG TX 78539	<b>CANCELLATION</b> AI 100170  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

**5.4. HIDALGO COUNTY FORM: PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

(Insert "Project Requirements Acknowledgment" after this page)

---

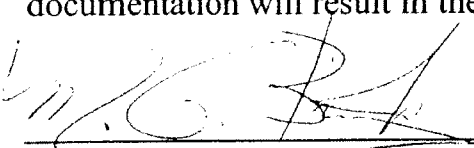
# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, M.G. (Mike) Braun Jr for, possess all of the APPLICABLE:  
EASY ACCESS INC

1. Licenses: IBM WebSphere Application Server, Microsoft Windows Server 2008.
2. Bonds: N/A.
3. Certificates: PayCard Industry-Data Security Standard (PCI-DSS) Certificates  
dated: \_\_\_\_\_.
4. Permits: N/A.
5. Other: N/A.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

\* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

  
\_\_\_\_\_  
Authorized Signature  
M.G. BRAUN JR, SPECIAL PROJECTS DIRECTOR  
EASY ACCESS INC

06/16/2009  
Date

\_\_\_\_\_  
Company  
4200-A N. BICENTENNIAL DR  
Address  
MCALLEN TX 78504  
City, State, Zip

**5.5. HIDALGO COUNTY FORM: CONFLICT OF INTEREST QUESTIONNAIRE**

(Insert "Conflict of Interest Questionnaire" after this page)

---

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

WILLIAM C HAMER

(Easy Access Inc.)

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Mr Armando Barrera, Mr Arturo Guajardo Jr, Ms Laura Hinojosa & Mary Alice Palacios  
 Judge  
 Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No


B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.  
 Currently provides the credit card processing services for these County Departments.

4   
 Signature of person doing business with the governmental entity  
 M.G. BRAUN JR for EASY ACCESS INC

06/16/2009  
 Date

PROPOSER'S AFFIDAVIT  
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, M.G. BRAUN JR., being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

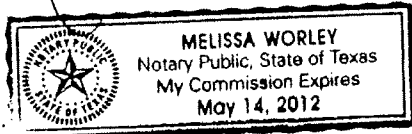
Signature/Title: \_\_\_\_\_

SPECIAL PROJECTS DIRECTOR

Subscribed and sworn to before me this 15th day of June, 2009.

Melissa Worley

Notary Public



My commission expires: \_\_\_\_\_

, 2012.

**5.7. HIDALGO COUNTY FORM: PURCHASING  
DEPARTMENT PROPOSER / VENDOR APPLICATION**

(Insert "Proposer / Vendor Application" after this page)

---

# HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629,  
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: EASY ACCESS INC		Telephone No. ( 956 ) 682-3466	
dba Name: SAME AS ABOVE			
Legal Name: SAME AS ABOVE			
Mailing Address: 4200-A N. BICENTENNIAL DR.		Fax No. (956 ) 682-0906	
Physical Address: MCALLEN TX 78504			
Physical Address: SAME AS ABOVE			
City, State, Zip SAME AS ABOVE		Tax I.D. No. 1-742481662-1	
Remit to Address: 4200-A N. BICENTENNIAL DR. City, State, Zip MCALLEN TX 78504			
E-Mail Address: mgbraun@hecorp.com			
Representative(s) Name(s) & Title(s) M.G. BRAUN JR / SPECIAL PROJECTS DIRECTOR			
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____			
State Identification No. _____ (Please attached completed W-9 form with this application)			
Federal Identification No. or (if individual) SS No. 742481662			
State of Incorporation: TEXAS		Date: 1988    Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____			
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:			
Small and/or Disadvantaged Business Information (check application criteria)			
Small Business:		Disadvantaged Business (At Least 51% Ownership)	
<ul style="list-style-type: none"> <li>• Less than 125,000 annual gross receipt</li> <li>• Less than 250,000 annual gross receipt</li> <li>• Less than 499,000 annual gross receipt</li> <li>• More than 500,000 annual gross receipt</li> </ul>		<ul style="list-style-type: none"> <li>• Black American</li> <li>• Hispanic American</li> <li>• Asian Pacific American</li> <li>• Native American</li> <li>• Women</li> <li>• Other</li> </ul>	
Have you been certified as a HUB or an MBE/WBE source?:		• Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____		or are Certificate(s) attached?: • Yes    • No	
What type of product(s) is/are solicited by your company?: CREDIT CARD PROCESSING SERVICE			
Would you like to be provided with specifications for procurements of such products?:		<input checked="" type="checkbox"/> Yes    • No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____			
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

**5.8. DEPARTMENT OF THE TREASURY FORM: W-9  
REQUEST FOR TAXPAYER ID NUMBER &  
CERTIFICATION**

---

(Insert "W-9" after this page)

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return) <b>EASY ACCESS INC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>4200-A N. BICENTENNIAL DR.</b>	Requester's name and address (optional)
City, state, and ZIP code <b>MCALLEN TX 78504</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
7	4	2	4	8	1	6	6	2

**Part II Certification**

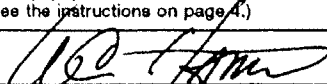
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶



Date ▶ 06/16/2009

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue.
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the Commodity Futures Trading Commission.
10. A real estate investment trust.
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under section 584(a).
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**  
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 

Print Name: M.G. (Mike) Braun Jr

Title: Special projects director/EASY ACCESS INC

Telephone Number: 956:682-3466

Date: 06/16/2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**  
**(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Mr. M. G. (Mike) Braun, Jr.  
Easy Access, Inc.

From: Olga T. Montero, Buyer II  
Hidalgo County Purchasing Department

Date: August 04, 2009

Re: Negotiation of: RFP NO: 2009-040-06-10-otm---Hidalgo County-"Credit Card Payment Services"

The intent in soliciting the above referenced services is to encourage and avail taxpayers another option for payment of their obligations to Hidalgo County. Given the extremely difficult economic times, we are requesting that you consider locking-in your submitted rates for the convenience fee schedule for the initial term (i.e. one year) with the option to re-negotiate the second term. \*

Please forward your response via e-mail by 5:00 p.m., Wednesday, August 5, 2009 to: [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us).

If you have any questions, call me at (956) 292-7000-Ext. 4859.

Thank you.

Acknowledge receipt of this request and return by e-mail:

Signed: \_\_\_\_\_

Date: 08/04/2009

Printed Name: M.G. (Mike) BRAUN JR.

Title: SPECIAL PROJECTS DIRECTOR

\* We will agree to this request with the caveat that (with supporting reason, i.e., changing costs - as noted in our RFP response) we would be able to re-negotiate the rates for each year of the term of this contract. Finally, that the contract would not be rescinded solely due to the vendor's need to re-negotiate the rates.



## 4.2. ELECTRONIC CHECK FEES

The proposed solution will also provide an Electronic Check component to this overall proposed EZ-NetPay™ solution. The following is the fee schedule that will be utilized for this offering:

Beginning Dollar Range	Ending Dollar Range	Fee
\$ 0.01	\$ 100.00	\$ 2.50
\$ 100.01	\$ 200.00	\$ 5.00
\$ 200.01	\$ 400.00	\$ 7.50
\$ 400.01	\$ 800.00	\$ 10.00
\$ 800.01	\$ 1,000.00	\$ 12.50
\$ 1,000.01	\$ 2,000.00	\$ 15.00
\$ 2,000.01	\$ 4,000.00	\$ 17.50
\$ 4,000.01	\$ 8,000.00	\$ 20.00
\$ 8,000.01	\$ 12,000.00	\$ 22.50
\$ 12,000.01	\$ 25,000.00	\$ 25.00
\$ 25,000.01	AND UP	1% of Transaction

**Important Note:** This aspect of the EZ-NetPay™ solution will also provide (at no additional cost to the County) the use of EAI's exclusive **Resolution Collection Service** – before a Charge Back to the County's bank account due to insufficient funds or a some type of credit card discrepancy, EAI will provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge backs or Bad Check ("Electronic Check") collections that come about as a result of an Internet originated check.

NO ACTION taken on items 20. A.1-3.a, b, or c.

**4. AI-16634 a. Acceptance and approval of the scoring/evaluation grid (for the purposes of ranking by Commissioners' Court) submitted in response to the Request for Proposals - "Credit Card Payment Services"-Hidalgo County-RFP No. 2009-040-06-10-otm:**

**1st. Easy Access – McAllen, TX @ 87.2 ; 2nd. Paymentus Corp. – Atlanta, GA @ 82.6 ;  
3<sup>rd</sup>. Metavante Corp. – Milwaukee, WI @ 81.6 ; 4th. Power Pay – Portland, ME @ 73.2 ;**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval of the rankings.

**b. Authorization for Purchasing Department to negotiate a BAFO (Best and Final Offer) contract with the number one (1) ranked proposer Easy Access for "Credit Card Payment Services" RFP-Hidalgo County. RFP No. 2009-040-06-10-otm**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**5. AI-16655 Acceptance and approval of the final Lease with Option to Purchase Agreement for the, "Mediplex Office Complex," with Edinburg Real Estate Network Inc., as approved to award on CC 6/08/09. C-09-064-06-08 with monthly rental amount of \$1.00/sq.ft. (not to exceed 25,928 sq.ft.) with determination of the purchase price of \$ \_\_\_\_\_.**

NO ACTION taken on this item.

**6. AI-16660 Requesting approval of a utility easement and right of way between the County of Hidalgo and AEP Texas Central Company for electric distribution lines in connection with the construction (by the State of Texas) of a Substance Abuse Facility for Hidalgo County located in Precinct #4 with authority for County Judge or CC Member to execute document and recording of same with the County Clerk.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**B. Pct. 2**

→ **1. AI-16614 Requesting approval of plans and specifications developed with the Precinct and drafted by project architect V-A Architecture for Precinct No. 2's - "Construction for New Precinct No. 2 Administrative Offices and Other County Offices"-RFB No. 2009-037A-08-19-otm with authority to advertise the sealed competitive procurement of the project previously approved by CC on 7-07-09.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

CCM/09/22/2009

4. **AI-17538** Requesting approval to complete and submit an upgrade credit application to the current account from GCR Tire Centers, awarded vendor through TXMAS 7-261020-55 for the Extension Service Department with authority for County Judge or Court Member to execute.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

5. **AI-17520 a.** Requesting authority to exercise the sixty (60) day grace period extension with effective date of 09-28-09 through 11-27-09 (as provided in specifications) for "Title Company Services (Pool)" under the same rates, terms and conditions with the following providers so as to have no lapse in services while procurement process is completed under project RFQ No. E-08-468-09-23:

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

Commissioner Garza joined the meeting.

1. **Valley Land Title Company, Ltd.; B. Edwards Abstract & Title Company; and, C. Sierra Title Comapany;**

b. **Requesting authority to advertise a procurement process (RFP or RFQ, whichever applicable) with approval of basic procurement packet for: Title Company Services (Pool) for Hidalgo County**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

6. **AI-17503** Presentation for approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services-Hidalgo County". RFP No. 2009-040-06-10-otm

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **AI-17375 a.** Correspondence received (attached hereto) from consulting engineer, Raba Kistner after review of received coop proposal, recommending Hidalgo County to solicit a sealed competitive proposal process utilizing specification, requirements, scope of work developed and drafted by Raba Kistner for: Hidalgo County - Asbestos Abatement for the Old Administration Building w/Option to Remove Bat Guano"; and, if approved;

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval to reject.

**26. Purchasing Department - Marty Salazar: (Exhibit Y)**

**NOTES:**

**1. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE FORWARDED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**2. ANY/ALL REQUESTS FOR ACCEPTANCE AND APPROVAL OF CLAIMS/INVOICES UNDER THIS AGENDA WILL INCLUDE AUTHORITY FOR AUDITOR TO ISSUE PAYMENT AFTER REVIEW, AUDIT AND PROCESSING PROCEDURES ARE COMPLETED**

**A. Hidalgo County**

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**

**Including, but not limited to, the following items in connection with New Adult Detention Center:**

**a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage**

**b) Construction of additional pod(s)**

**c) Selection and engagement of an architect for the construction of additional pods**

**3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

**a) Renovations of administration building**

**b) Other ongoing county owned building construction, renovation repair projects**

**c) Emergency situations occurring since last agenda meeting**

NO ACTION taken on items 26.A.1-3. a, b, and c.

**4. AI-18391 Requesting authority to amend the current contract for "Credit Card Payment Services" to reflect corrections of POC (Points of Contact) for each user department's elected official-RFP No. 2009-040-06-10-otm.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**5. AI-18390 Authority to advertise for approximately 30,000 sq. yds. of clay soil in connection with the closure process of the Penitas Landfill as required under TCEQ regulations as recommended by and with draft specifications to be drafted and developed by project engineer, Cook-Joyce, Inc.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

**6. AI-18371 Requesting that Hidalgo County's criteria for inclusion of equipment in the County's Inventory System be updated to reflect all items with a cost between \$300.00 through \$999.99 under**



STATE OF TEXAS

COUNTY OF HIDALGO

**AMENDMENT TO  
PROFESSIONAL SERVICE CONTRACT  
C-09-040-09-22**

This **AMENDMENT** to the **CONTRACT** between **Easy Access, Inc.**, (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the 10<sup>th</sup> day of **November, 2009**, is made between the Vendor and the County, (the "Amendment"), as follows:

**WHEREAS**, Vendor and County entered into an Contract on September 22, 2009, in which the Vendor agreed to provide professional services for: "**Credit Card Payment Services**" located within **Hidalgo County** (the "Project");

**WHEREAS**, due to a need to clarify the term "**Point of Contact(s) for each user department**", the parties now desire to amend the Projects in which the Vendor may perform the services;

**WHEREAS**, the parties desire to amend the Contract as hereinafter provided.

**NOW THEREFORE**, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. **Section 28** titled **NOTICES** is hereby deleted in it's entirety and the following is inserted in lieu thereof;

**28. NOTICES:**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid or Federal Express and addressed to the respective parties as follows:

**Easy Access, Inc.**  
4200-A N. Bicentennial Dr.  
McAllen, Tx 78504  
Attn: Mr. M G Braun / Project Manager  
Phone #: 956-682-3466  
Fax #: 956-682-0906

**Hidalgo County District Clerk**  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Mr. Rene Rangel / Project Manager  
Phone #: 956-289-7808  
Fax#: 956-318-2251

**Hidalgo County Clerk**  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Noe Lopez / Project Manager  
Phone #: 956-318-2200  
Fax #: 956-318-2105

**Hidalgo County Tax-Assessor Collector**  
2804 S. US Hwy 281  
Edinburg, Tx 78539  
Attn: Mr. Paul Villarreal / Project Manager  
Phone #: 956-318-2157  
Fax #: 956-318-2733

Hidalgo Co. Justice of the Peace –Pct. 4, Pl. 2  
224 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Mr. Robert Leal / Project Manager  
Phone #: 956-383-0921  
Fax #: 956-383-7430

Hidalgo Co. Justice of the Peace–Pct. 4, Pl. 1  
212 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Ms. Aleida Lopez / Project Manager  
Phone #: 956-380-4473  
Fax #: 956-380-4029

2. **Exhibit “D”: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES** is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

**EXHIBIT D: PHYSICAL DELIVERY LOCATION OF PROFESSIONAL SERVICES**

Hidalgo County District Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Attn: Mr. Rene Rangel

Hidalgo County Clerk  
100 N. Closner  
Edinburg, Tx 78540  
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector  
2804 S. US Hwy 281  
Edinburg, Tx 78539  
Attn: Mr. Paul Villarreal

Hidalgo County Justice of the Peace Pct. 4, Pl. 2  
224 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Mr. Robert Leal

Hidalgo County Justice of the Peace Pct. 4, Pl. 1  
212 N. 12<sup>th</sup> Street  
Edinburg, Tx 78541  
Attn: Ms. Aleida Lopez

3. **Exhibit “E”: PROJECT MANAGERS** is hereby deleted in it’s entirety and the following is inserted in lieu thereof;

**Exhibit “E”: PROJECT MANAGERS**

Easy Access, Inc.  
Mr. M G (Mike) Braun

Hidalgo County District Clerk  
Mr. Rene Rangel

Hidalgo County Clerk  
Mr. Noe Lopez

Hidalgo County Tax-Assessor Collector  
Mr. Paul Villarreal

Hidalgo County Justice of the Peace–Pct.4, Pl.2  
Mr. Robert Leal

Hidalgo County Justice of the Peace–Pct. 4, Pl. 1  
Ms. Aleida Lopez

Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

**EXECUTED IN DUPLICATE ORIGINALS** and effective as of the day and year first written above.

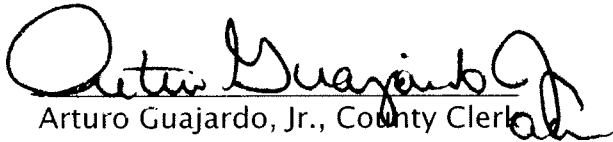
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY



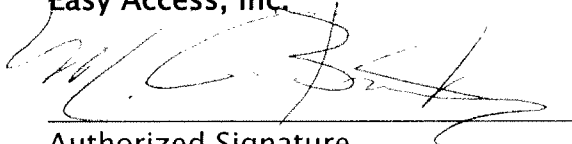
Rene A. Ramirez, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

Easy Access, Inc.

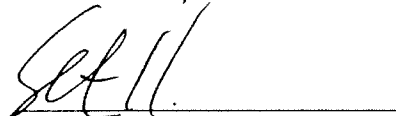


Authorized Signature

Projects Director 11/24/09  
Easy Access Inc.

Approved as to Form:

Atlas & Hall, L.L.P.



Stephen L. Crain, Attorney

**Lease Agreement Renewal-Hidalgo County Community Supervision And Corrections Department  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Vangie Garcia, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to utilize the option to renew the term of Lease Agreement with the Hidalgo County Community Supervision and Corrections Department for an additional ten (10) years with the new negotiated rate of \$6,000.00/month and retaining same terms and conditions pursuant to Article III (subject to the availability of funds provided by the State Of Texas) for the duration of the lease term of ten (10) years.

BACKGROUND

Lessee shall use the Lease Premises for community supervision, administrative, and residential offices.

Fiscal Impact

FISCAL YEAR: ACCT. #:  
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This does not have a fiscal impact. Hidalgo County Community Supervision And Corrections Department pays Hidalgo County rental fee per month.

Attachments

Link: [Contract Documentation](#)  
Link: [Confirmation Correspondence](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/30/2010 12:00 PM	APRV
2	Budget & Management	Ivan Cantu	09/30/2010 01:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	10/01/2010 02:27 PM	APRV
4	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Vangie Garcia

Started On: 09/27/2010 11:41 AM

Final Approval Date: 10/01/2010

10/06/2005 11:34 FAX 9568614700

HIDALGO COUNTY CSCD

002/013

RC

**INTERLOCAL AGREEMENT**

2005-350-10-09

This Interlocal Agreement is made and entered into this 09th day of October, 2000, at Hidalgo County, Texas, by and between the COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessor", and the HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT, a specialized local entity under Chapter 140 of the Texas Local Government Code authorized by the laws of the State of Texas, hereinafter called "Lessee".

**INTERLOCAL LEASE AGREEMENT**

**WHEREAS**, County of Hidalgo (hereinafter "Lessor") is a validly organized and constituted governmental entity properly established in accordance with Article IX, Texas Constitution;

**WHEREAS**, the Hidalgo County Community Supervision and Corrections Department (hereinafter "Lessee") is properly established in accordance with Chapter 76, Government Code;

**WHEREAS**, Chapter 292, Local Government Code, authorizes county commissioners to purchase, construct, reconstruct, improve, or equip or provide by other means a building or rooms, other than the courthouse, for the housing of county or district offices, county or district courts, justice of the peace courts, county records or equipment (including voting machines), or county jail facilities, or for the conducting of other public business, and thereafter Lease the building or rooms;

**WHEREAS**, Chapter 140 Local Government Code, permits a community supervision and corrections department, as a "specialized local entity," to enter into contractual arrangements, including Leases;

~~**WHEREAS**, this Lease Agreement (hereinafter "Lease") is made and entered into by and between the Lessor and the Lessee.~~

**I  
LEASED PREMISES**

1.1. Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by the Lessee, does hereby lease and demise to the Lessee the real property (hereinafter the "Leased Premises") described as: (See attachment #1)

1.2. Lessor agrees to Lease said property to the Lessee together with all the improvements, rights, and privileges belonging thereto, and covenants the Lessee shall peaceably and quietly have, hold, and enjoy the Leased Premises for the term of the Lease.

1.3. Lessee accepts the leased Premises and acknowledges that its possession constitutes a conclusive admission that it has inspected the Leased Premises and found them in good condition and repair and in all respects in the configuration required by the lessee.

Renewal Option Term and renegotiation process.

**II  
TERM**

2.1. The term of this Lease is for a period of Ten (10) years, which shall begin on the date possession is granted to the Lessee by Lessor.

2.2. Lessor hereby grants to Lessee an option to renew this Lease upon the same terms and conditions for an additional Ten (10) years, except that the rent paid under Article III shall be renegotiated.

2.3. Notwithstanding anything to the contrary, it is agreed that this Lease may be terminated by the Lessee at the Lessee's option if funding from the State of Texas is not appropriated or made available by the Legislature of the State of Texas that may be used for rental payments.

2.4. Notwithstanding anything to the contrary, it is agreed that Lessor may terminate this Lease without cause on thirty (30) days written notice.

**III  
RENT**

3.1. In consideration for the use and occupancy of, and as rent for the Leased Premises, Lessee promises and agrees to timely pay Lessor a Monthly rent payment of \$5,000.00 for the first three (3) years of the Lease and a monthly rent payment of \$6,000.00 for the remaining seven (7) years of the Lease. All payments of rent shall be subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

10/06/2005 11:34 FAX 9586614700

HIDALGO COUNTY CSCD

004/013

3.2. Rental payments shall be due and owing by the Lessee Hidalgo County Community Supervision and Corrections Department.

3.3. All rental payments shall be sent to: County of Hidalgo

#### IV USE OF LEASED PREMISES

4.1. Lessee shall use the Leased Premises for community supervision, administrative, and Residential offices.

#### V SERVICE, MAINTENANCE AND UTILITIES

5.1. Lessor agrees to maintain all exterior walls, heating, fire protection, and air conditioning systems, and all other mechanical systems of the building. Lessor also agrees to maintain water lines within the building. Lessor shall be responsible for any water damage to walls and ceilings caused by plumbing, condensation, or other structural problems.

5.2. Lessee shall be responsible for janitorial, maintenance service and light bulb replacement.

5.3. Lessee shall be responsible for interior walls and ceilings to include painting and furnishing replacement wall paper.

5.4. Lessee shall be responsible for pest control.

5.5. Lessee shall be responsible for landscaping.

5.6. Lessee shall be responsible for the installation and maintenance of wiring for telephone, internal security, and surveillance systems.

---

5.7. Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the term of this Lease, including any connection fees.

10/06/2005 11:34 FAX 9566614700

HIDALGO COUNTY CSCD

005/013

## VI INSURANCE

6.1. Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance issued by and binding upon the insurance company, insuring the building and Leased Premises against all risk of direct physical loss in an amount equal to no less than eighty percent (80%) of the full replacement cost of the building, as of the date of the loss.

6.2. Lessee shall be responsible for maintaining insurance for any improvements it makes to the Leased Premises or for personal property of lessee placed on the Lease Premises.

## VII WASTE AND NUISANCE

7.1. Lessee shall maintain the Leased Premises free from waste or nuisance and shall deliver the Leased Premises in good repair and sound condition at the termination of the Lease, ordinary wear and tear and damages by fire, tornado, or other casualty excepted. Lessee shall repair any damage to the Leased Premises not attributable to fair wear and tear or natural causes. In the event Lessee shall breach this Lease, Lessor shall have the right, but not the obligation to cause such repair or corrections to be made, and any reasonable costs therefore shall be payable by the Lessee to the Lessor, subject to the availability of funds provided by the State of Texas appropriated or made available by the Legislature of the State of Texas.

## VIII ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

8.1. Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of the Lessor. Consent for non-structural alterations, additions, or improvements shall not be unreasonably withheld by the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor. All alterations, additions, or improvements made by the Lessee shall become the property of the Lessor at the termination of this Lease.

8.2. Lessee shall have the right at all times to erect and install furniture and fixtures provided that Lessee complies with all applicable governmental laws, ordinances, and regulations. Lessee shall have the right to remove, at the termination of the Lease, such items so installed. Lessee shall repair any damage caused by such removal.

10/06/2005 11:34 FAX 9588614700

HIDALGO COUNTY CSCD

006/013

**IX  
DAMAGE OR DESTRUCTION**

9.1. If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be damaged so that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of the occurrence.

9.2. If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) working days from the date of the occurrence of the damage, this Lease will not terminate, but the Lessor shall at its sole cost and risk proceed forthwith to rebuild or repair the Leased Premises or to substantially restore the Leased Premises to the condition in which they existed prior to such damage. If the casualty occurs during the final three (3) months of the Lease term, the Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder shall be adjusted equitably. In the event that Lessor shall fail to complete such rebuilding or repairs within ninety (90) working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such item to the Lessor, whereupon all rights and obligations hereunder shall cease.

**X  
LIABILITY INSURANCE**

Lessee shall maintain in full force and effect during its occupancy liability policy containing a liability limit of no less than \$300,000 \$100,000 per individual, and \$100,000 for property damage.

*Per Kaul Matus  
3-18-02  
Ins. provided by  
Rush mgmt.  
of*

**XI  
DEFAULT AND REMEDIES**

11.1. If any of the following conditions occur, the Lessor may, at the Lessee notice that the Lessor has elected to end the term of the lease expiration of thirty (30) days from the date of service of such notice expiration of said thirty (30) days, this Lease shall, at the option of the Lessee, terminate on the day originally fixed herein for the expiration of the term of

*Charlie Montgomery  
will fax  
copy.*

the agents or representatives of the Lessor, shall have the right, with reasonable demand, to re-enter and take possession of the Leased Premises with or without process of law, and remove all persons and their property from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or breach of covenants.

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

007/013

- A. The Lessee has defaulted in the payment of any installment of rent, or other sums of money herein stipulated to be paid by Lessee, and if such default continued for a period of thirty (30) days after notice of such default and request for compliance has been given the Lessee by Lessee by the Lessor, or
- B. The Lessee has failed to perform any covenant imposed upon Lessee hereunder, which does not involve the payment of liquidated sums of money and if such default has continued for a period of sixty (60) days after notice of said default has been given to Lessee.

Provided, however, that Lessor may not so cancel to terminate this Lease if any such default cannot reasonably be corrected within a sixty (60) day period for so long as Lessee proceeds in good faith and with due diligence to remedy and correct such default.

11.2. Notwithstanding the foregoing, Lessor will also have all other remedies provided by law or in equity for default by Lessee.

## XII MORTGAGES

12.1. Lessee accepts this Lease subject to any deeds of trust, security interests, or mortgages which might now or hereafter constitute a lien upon the building or improvements therein or on the Leased Premises and subject to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property. Lessee shall at any time hereafter, on demand, execute any instruments releases, or other documents that may be required by any mortgagee for the purpose of subjecting or subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage.

## XIII NOTICES AND ADDRESSES

13.1. All notices provided to be given under this Lease shall be made in writing addressed to the proper party at the following address:

---

**LESSOR:**

Jose Eloy Pulido  
Hidalgo County Judge  
P.O. Box 1356  
Edinburg, Texas 78540

**LESSEE:**

Joe Lopez, Executive Director  
Hidalgo County CSCD  
P.O. Box 970  
Edinburg, Texas 78540

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

008/013

**XIV  
LEGAL CONSTRUCTION**

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

**XV  
AMENDMENT**

15.1. No amendment, modification, or alternation of the terms hereof shall be binding unless it is in writing, dated subsequent to the date thereof, and duly executed by the parties.

**IN WITNESS THEREOF**, the parties hereto have caused this Lease to be executed as of the last date indicated below.

Executed in Hidalgo County, Texas by:

Lessor: County of Hidalgo

By: Jose E. Pulido  
Jose Eloy Pulido

Title: County Judge

Date: 10/9/00

Lessee: Hidalgo County CSCD

By: Joe Lopez  
Joe Lopez

Title: CSCD Executive Director

Date: 10-9-00

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

009/013

228531

VOL 3126 PAGE 189

14

WARRANTY DEED

ATTACHMENT #1

Date: August 23, 1991

Grantor: Dwayne Bair, SSN 463-56-2903 and wife, Shirley Bair, SSN 464-50-0390
Grantor's Mailing Address (including county): Rt. 5, Box 893
Edinburg, Hidalgo County, Texas 78539

Grantor: Jo Ann Bair, SSN 458-52-3039, Individually and as Executrix/Trustee, with express power of sale,
under the will of Howard Bair, Deceased
Grantor's Mailing Address (including County): Rt. 5, Box 906
Edinburg, Hidalgo County, Texas 78539

Grantee: County of Hidalgo
Grantee's Mailing Address (including county): P.O. Box 1356
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration

Property (including any improvements): See Exhibit "A", attached and here incorporated by reference

Reservations from and Exceptions to Conveyance and Warranty:

- 1. Easements, rules, regulations, rights-of-way, liens, and rights in favor of Hidalgo County Irrigation District No. 1.
2. Easements, restrictions, dedications, and setback lines shown on the subdivision map recorded in Volume 1, Page 16, Map Records of Hidalgo County, Texas.
3. Roadway right-of-way easement in favor of Hidalgo County, Texas, shown in instrument recorded in Volume 933, Page 280, Deed Records of Hidalgo County, Texas.
4. Highway easement in favor of Hidalgo County shown by instrument dated January 14, 1977, recorded in Volume 1513, Page 707, Deed Records of Hidalgo County, Texas.
5. Reservation or conveyance of all oil, gas and other minerals in and under the described land by predecessors in title, as set forth in the following deeds recorded in Deed Records of Hidalgo County, Texas: Deed of May 9, 1972, recorded in Volume 1322, Page 17; deed of January 4, 1977, recorded in Volume 1512, Page 898.
6. Zoning ordinances of the City of Edinburg, Texas.
7. Taxes for 1991 and subsequent years.

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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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 context requires, singular nouns and pronouns include the plural.

[Signature]
Dwayne Bair, Grantor

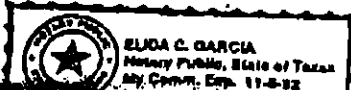
[Signature]
Shirley Bair, Grantor

[Signature]
Jo Ann Bair, Individually and as Executrix/Trustee,
with express power of sale, under the will of Howard Bair,
deceased.

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30th day of August, 1991, by Dwayne Bair and Shirley Bair.



[Signature]
Notary Public, State of Texas
Notary's name (printed):

10/06/2005 11:35 FAX 9586814700

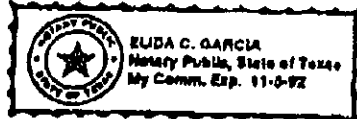
HIDALGO COUNTY CSCD

010/013

Vol 3126 *enci* 190

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 30<sup>th</sup> day of August, 1991, Jo Ann Bair, individually and as Executrix/Trustee with express power of sale, under will of Howard Bair, deceased.



*Euda C. Garcia*  
Notary Public, State of Texas  
Notary's name (printed):

After Recording Return To:  
Stewart & Mann, P.C.  
P.O. Box 330  
Edinburg, Texas 78540

VALLEY LAND TITLE CO.

6 41837

10/06/2005 11:35 FAX 9566614700

HIDALGO COUNTY CSCD

011/013

vol 3126 page 191

EXHIBIT "A"TRACT 1:

A tract of land out of Lots 13 and 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a set 60 penny nail on point of intersection of the South right of way line of an 80 foot Southern Pacific Railroad right of way and the centerline of "M" Road being the West line of said Lot 13, Section 245 for the Northwest corner of the herein described tract. Said point bears North 09 degrees, 34 minutes, 00 seconds East, 40.00 feet from a found 1/2 inch iron pin being the Northwest corner of said Lot 13, Section 245;

**THENCE**, South 80 degrees, 26 minutes, 00 seconds East, along said South right of way line of 80 foot Southern Pacific Railroad right of way being parallel to the North line of said Lot 13, Section 245 pass at 20.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road, pass at 1320.00 feet a set 1/2 inch iron rod being the common line of said Lots 13 and 14, Section 245, pass at 2620.00 feet a set 1/2 inch iron rod on the West right of way line of Doolittle Road and continuing for a total distance of 2640.00 feet to a 60 penny nail line on the centerline of Doolittle Road being the East line of said Lot 14, Section 245 for the Northeast corner of the herein described tract;

**THENCE**, South 09 degrees, 34 minutes, 00 seconds West, 1003.74 feet along said East line of Lot 14, Section 245, being the centerline of said Doolittle Road to a set 60 penny nail for the Southeast corner of the herein described tract;

**THENCE**, North 80 degrees, 29 minutes, 54 seconds West, parallel to the South line of said Lots 13 and 14, Section 245, pass at 20.00 feet a set 1/2 inch iron rod being the West right of way line of said Doolittle Road, pass at 2620.00 feet a set 1/2 inch iron rod being the East right of way line of said "M" Road and continuing for a total distance of 2640.00 feet to a 60 penny nail on the centerline of said "M" Road also being the West line of said Lot 13, Section 245 for the Southwest corner of the herein described tract;

**THENCE**, North 09 degrees, 34 minutes, 00 seconds East, along the West line of said Lot 13, Section 245, also being the center line of said "M" Road 1006.74 feet to the POINT OF BEGINNING;

**SAVE AND EXCEPT:**

A tract of land out of the Northeast corner of Lot 14, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

**BEGINNING** at the Northeast corner of said Lot 14;

**THENCE** along the East line of said Lot 14, a distance of 40 feet to the point of beginning;

**THENCE** along the South line of said Lot 14, a distance of 145.2 feet to a point

10/06/2005 11:35 FAX 9586614700

HIDALGO COUNTY CSCD

012/013

VOL 012 (Page 1) 12

~~CONFIDENTIAL~~

~~CONFIDENTIAL~~

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

**TRACT 2:**

A tract of land out of Lot 14, Section 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the map recorded in Volume 1, Page 18, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of said Lot 14;

THENCE, along the East line of said Lot 14, a distance of 40 feet to the point of beginning;

THENCE, continuing along the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Southeast corner hereof;

THENCE, West parallel with the North boundary line of said Lot 14, a distance of 300 feet to a point for the Southwest corner hereof;

THENCE, North parallel to the East boundary line of said Lot 14, a distance of 145.2 feet to a point for the Northwest corner;

THENCE, East parallel to the North boundary line of said Lot 14, a distance of 300 feet to the POINT OF BEGINNING.

RETURN TO

STEWART & MANN, P.C.  
P. O. Box 110

10/06/2005 11:35 FAX 9588614700

HIDALGO COUNTY CSCD

013/013

VOL 3126 PAGE 193

MEMBER RECORD

NOV 09 PM 4 15

LY LEO  
CLERK  
TEXAS

238601

## Evangelina Garcia

---

**From:** Rodolfo Perez [rodolfo.perez@hidalgocountycscd.org]  
**Sent:** Wednesday, September 29, 2010 10:35 AM  
**To:** Evangelina Garcia  
**Cc:** Arnold K. Patrick  
**Subject:** RE: Lease Agreement

\*\*\*\*\*

This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.

\*\*\*\*\*

Good Morning,

Confirming that Mr. Patrick has given his approval on behalf of the Hidalgo County Community Supervision & Corrections Department as to the six thousand dollars (\$6,000.00) per month for the following ten (10) years, commencing October 2010.

If you have any questions, do not hesitate to contact me.

Rodolfo Perez  
Assistant Director  
Hidalgo County CSCD

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Wednesday, September 29, 2010 10:01 AM  
**To:** Rodolfo Perez  
**Cc:** Diana Solis  
**Subject:** FW: Lease Agreement

\*\*\*\*\*

This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.

\*\*\*\*\*

Good Morning Mr. Perez,

I'm sending this email again because the first time it did not go through, sorry I apologize for that.

Thank you

---

**From:** Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]  
**Sent:** Tuesday, September 28, 2010 5:33 PM  
**To:** 'rodolfo.perez@co.hidalgocountycscd.org'; 'arnold.patrick@hidalgococscd.com'  
**Cc:** 'Martha Salazar'; 'Darlene Betancourt'; 'Diana Solis'; 'Sergio Cruz'  
**Subject:** Lease Agreement

Mr. Perez,

As per our conversation regarding the renegotiated fees for the lease agreement in place with Hidalgo County (see attached agreement), Mr. Patrick has given his approval on behalf of the Community Supervision And Correctional Department, aka, Adult Probation, on the six thousand (\$6,000.00) per month for the duration of the renewal term of another ten (10) years.

Please confirm this in order to have as backup on the agenda item and I appreciate your assistance on this matter. Call me if you have any questions.

Thank you

*Vangie Y. Garcia, Contract's Manager*  
*2802 S. Business Hwy. 281*  
*New Administration Building*  
*Edinburg, Texas 78539*  
*(956) 292-7000-Extension 4856*  
*email: [evangelina.garcia@co.hidalgo.tx.us](mailto:evangelina.garcia@co.hidalgo.tx.us)*

**AI-23177**

**11.I.**

**BCAP Application for Payment No.2 Maryann Subdivision Precinct No.1  
CC CONSENT**

Date: 10/05/2010  
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM  
Submitted For: Agapito Vargas  
Department: COLONIA ACCESS PROGRAM  
Agenda Category: Purchasing Department

**Information**

**CAPTION**

Approval of Application for Payment No. 2 in the amount of \$34,014.60 from Asago Construction contracted vendor for Mary Ann Subdivision as reviewed and submitted by project engineer Rodriguez Engineering (C-CAP-09-471-04-06).

**BACKGROUND**

**Fiscal Impact**

FISCAL YEAR: 2010 ACCT. #: 0-1312-431-00-121-895-0-731/733  
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

**BUDGETARY IMPACT:**

P.O.# 641483 for Asago LLC DBA Asago Construction in relation to Mary Ann S/D

Obj. 731 "Roads"-Amount available as of 10-1-10 \$94,084.00  
Obj. 733 "Drainage Ditches"-Amount available as of 10-1-10 \$27,933.00

**Attachments**

Link: [Application for Payment No.2 Maryann Subdivision](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	09/24/2010 01:27 PM	APRV
2	Purchasing Department	Marty Salazar	09/30/2010 11:56 AM	APRV
3	Budget & Management	Ivan Cantu	09/30/2010 01:55 PM	APRV
4	Ivan Cantu	Ivan Cantu	10/01/2010 02:16 PM	APRV
5	Auditor's Office		10/01/2010 05:25 PM	NEW

Form Started By: Marcie Jackson

Started On: 09/23/2010 03:25 PM

Final Approval Date: 10/01/2010

APPLICATION FOR PAYMENT NO. 2

AI:23177 10/05/10 C

To: HIDALGO COUNTY (OWNER)  
 From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)  
 Contract: C-CAP-09-471-04-06  
 Project: ROAD AND DRAINAGE CONSTRUCTION FOR MaryAnn Subdivision  
 Owner's Contract No. C-CAP-09-471-04-06 Engineer's Project No. \_\_\_\_\_  
 For Work accomplished through the date of: August 16, 2010

1. Original Contract Price:	\$162,861.00	ok.
2. Net change by Change Order and Written Agreements(+or-):	\$0.00	ok.
3. Current Contract Price (1 plus 2):	\$162,861.00	ok.
4. Total completed and stored to date:	\$78,638.00	ok.
5. Retainage (per Agreement):		
<u>10%</u> of completed Work:	<u>\$7,863.80</u>	ok.
_____ of stored material	_____	
Total Retainage:	\$7,863.80	ok.
6. Total completed and stored to date less retainage (4 minus 5)	\$70,774.20	ok.
7. Less previous Application for Payments:	\$36,759.60	ok.
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	\$34,014.60	ok.

Accompanying Documentation:

REQ# 177106 P.O.# 641483  
 0-1312-431-00-121-895-0-731 → \$22,530.00  
 <-2,253.00> = \$20,277.00

REQ# 177106 P.O.# 641483  
 0-1312-431-00-121-895-0-733 → \$15,264.00

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that \_\_\_\_\_ of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

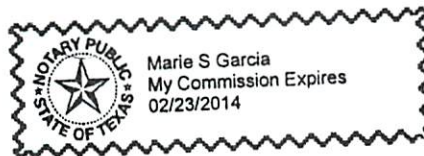
Date: 8-25-2010

ASAGO LLC, dba ASAGO CONSTRUCTION  
CONTRACTOR

State of TEXAS  
 County of HIDALGO  
 Subscribed and sworn to before me this 25th day  
 of August 2010

By: \_\_\_\_\_  
Raúl Iglesias

Marie S Garcia  
 Notary Public  
 My Commission expires: 02/23/2014



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: \_\_\_\_\_

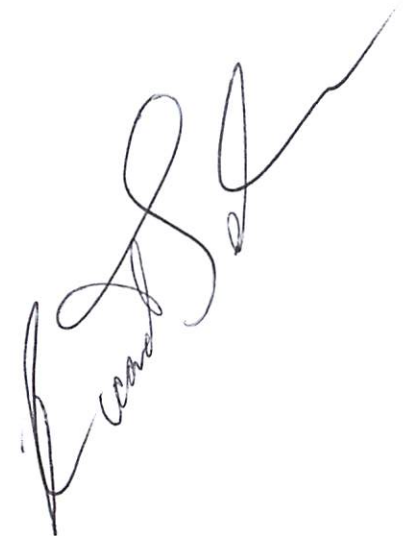
Rodriguez Engineering  
 ENGINEER  
 By: \_\_\_\_\_

INVOICE RECEIVED BY:  
M. Jackson ON 9/15/10  
 GOODS/SERVICES RECEIVED BY:  
M. Jackson ON 9/15/10

Asago Construction	Contractor Name
	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	2
Application Date:	14-Sep-10
Period To:	2
Engineer Firm:	Rodriguez Engineering

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
<del>CAP 09-471-04-06</del> 3C1080895	MARYANN SUB	\$ 162,861.00	\$ -	\$ 40,844.00	\$ 37,794.00	\$ -	\$78,638.00	\$84,223.00	\$7,863.80	\$70,774.20	\$36,759.60	\$34,014.60
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Project: Road and Drainage Construction for MaryAnn Subdivision  
 Owner: Hidalgo County

Contractor: Asago Construction  
 Date: 8/16/2010

No.	Description	Unit	Original Schedule Value			Application # 1			Application # 2			Total to Date	Balance to Finish		
			Unit Rate	Qty	Dollars	Monthly Qty	Qty to Date	Item Cost (Monthly)	Monthly Qty	Qty to Date	Item Cost (Monthly)		Qty	Dollars	
<b>Paving</b>															
1	Preparing ROW	STA	\$500.00	25.46	\$12,730.00	25.46	25.46	\$12,730.00		25.46	\$0.00	\$12,730.00	0	\$0.00	OK
2	6" Road Grader Work Subgrade	SY	\$2.00	7,385	\$14,770.00	3692	3692	\$7,384.00	3693	7385	\$7,386.00	\$14,770.00	0	\$0.00	OK
3	6" Flex Base (Compl in place) (TY D GR6 CL2)	SY	\$4.00	7,385	\$29,540.00		0	\$0.00	3686	3686	\$14,744.00	\$14,744.00	3,699	\$14,796.00	OK
4	Asph Matrl (MC-30)	GAL	\$6.00	1,476	\$8,856.00		0	\$0.00		0	\$0.00	\$0.00	1,476	\$8,856.00	OK
5	1 1/2" Hot Mix Asph Conc Ty D	SY	\$7.00	6,786	\$47,502.00		0	\$0.00		0	\$0.00	\$0.00	6,786	\$47,502.00	OK
6	Mobilization	LS	\$500.00	1	\$500.00	1	1	\$500.00		1	\$0.00	\$500.00	0	\$0.00	OK
7	Barricades, Sign and Traffic Handling	MO	\$400.00	3	\$1,200.00	1	1	\$400.00	1	2	\$400.00	\$800.00	1	\$400.00	OK
<b>Drainage</b>															
8	Temporary Sediment Control Fence (Install)	LF	\$0.70	270	\$189.00		0	\$0.00	270	270	\$189.00	\$189.00	0	\$0.00	OK
9	Temporary Sediment Control Fence (Remove)	LF	\$0.20	270	\$54.00		0	\$0.00		0	\$0.00	\$0.00	270	\$54.00	OK
10	Driveway (asph-Conc-Pav) (PB-1)	SY	\$15.00	841	\$12,615.00		0	\$0.00		0	\$0.00	\$0.00	841	\$12,615.00	OK
11	Flex Base (Compl in place) (TY D GR6 CL4)	SY	\$9.00	1,105	\$9,945.00	550	550	\$4,950.00	555	1105	\$4,995.00	\$9,945.00	0	\$0.00	OK
12	15" RCP Storm Drain Cl III	LF	\$20.00	760	\$15,200.00	576	576	\$11,520.00	184	760	\$3,680.00	\$15,200.00	0	\$0.00	OK
13	18" RCP Storm Drain CL III	LF	\$30.00	192	\$5,760.00	112	112	\$3,360.00	80	192	\$2,400.00	\$5,760.00	0	\$0.00	OK
14	Safety End Treatment	EA	\$1,000.00	4	\$4,000.00		0	\$0.00	4	4	\$4,000.00	\$4,000.00	0	\$0.00	OK
Total Amounts					\$162,861.00		\$40,844.00		\$37,794.00	\$78,638.00	\$84,223.00				OK

- Roads \$ 22,530.00  
 Drainage \$ 15,264.00  
\$ 37,794.00

