AI-39254 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 Sheriff's Office - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-743

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

BUDGETARY IMPACT:

Funds are available as of 06/14/13 $63,000.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/14/2013 04:12 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Emilia Uriegas Started On: 06/14/2013 09:01 AM

Final Approval Date: 06/14/2013

DATE: June 14, 2013

DEPARTMENT HEAD: **Sheriff Guadalupe "Lupe" Trevino**

DEPARTMENT NAME: **Jail**

ACCOUNT NUMBER: **3-1100-423-21-280-002-0-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		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-743	Office Furniture and Equipment	→	3-1100-423-21-280-002-0-601	Office and Computer Supplies	3,000.00
3-1100-423-21-280-002-0-743	Office Furniture and Equipment	→	3-1100-423-21-280-002-0-661	Minor Office Furniture and Equipment	2,000.00
		→			
		→			
		→			
		→			
		→			
		→			
		→			
		→			
					$5,000.00

REASON: To provide funding under appropriate object code for expenses relating to Sheriff's Substation East Side (Weslaco).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-39223 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Emilia Uriegas,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-XXX

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

BUDGETARY IMPACT:

#601--> Funds available as of 06/12/13 $49,279.67
#745--> Funds available as of 06/12/13 $47,654.86

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/12/2013 04:46 PM
Budget & Management	Obdett Calzada	06/14/2013 04:22 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Emilia Uriegas Started On: 06/12/2013 04:27 PM

Final Approval Date: 06/14/2013

DATE: June 12, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Jail

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-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		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-601	Office & Computer Supplies	→	3-1100-423-21-280-002-0-665	Minor Computer Equipment	3,735.00
3-1100-423-21-280-002-0-745	Computer Equipment	→	3-1100-423-21-280-002-0-346	Hauling & Freight Services	435.00
		→			
		→			
		→			
		→			
					$4,170.00

REASON: To provide funding under appropriate object code for expenses relating to Sheriff's Substation East Side (Weslaco).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT _____/_____/_____ **DATE** **ATTEST COUNTY CLERK**

AI-39225 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2013 - District Attorney's Office (1223)

BACKGROUND

Monies will be used to purchase a computer program code generator.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1223-412-00-080-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/14/13.

Attachments

DAINV2013-04

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/13/2013 10:42 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Roy Cazares Started On: 06/12/2013 05:21 PM

Final Approval Date: 06/14/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: June 18, 2013
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 3-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
831	Court Cost & Investigation	→	336	Computer Services	$ 2,000.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 2,000.00**

REASON:
Monies will be used to purchase a computer program code generator.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-39208 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Constable Pct. 2 Martin Cantu Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-292-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/14/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/12/2013 02:57 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Roxanne De La Cruz Started On: 06/12/2013 10:58 AM

Final Approval Date: 06/14/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 12, 2013

DEPARTMENT HEAD: MARTIN "MARTY" CANTU

DEPARTMENT NAME: Constable Precinct #2

ACCOUNT NUMBER: 3-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
890	Other	583	Out-of-County employee travel	$ 205.00
890	Other	613	Safety Supplies	440.00
890	Other	584	Registration fees	50.00
			TOTAL	**$ 695.00**

REASON: For pending travel expenses and registration and to buy traffic cones for safety of our deputies.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

6/12/2013
DATE

ATTEST COUNTY CLERK

Form DBM-201

AI-39175 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-50-125-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/12/13.

Attachments

39175

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/11/2013 04:08 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Rosie Luna Started On: 06/10/2013 02:40 PM

Final Approval Date: 06/14/2013

DATE: June 10, 2013

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 3-1100-419-50-125-003-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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 CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
339	Other Professional Services	672	R&M Supplies Equip & Veh	$ 500.00
			TOTAL	**$ 500.00**

REASON: **Line Item Transfer is being requested for needed batteries for vehicles.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39015 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - Hidalgo County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-40-180-002-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/5/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/30/2013 04:20 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Rene Perez Started On: 05/30/2013 02:06 PM

Final Approval Date: 06/14/2013

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK

DATE: 5/30/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER 3-1100-415-40-180-002-0

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.

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
672	EQ&VEH R&M SUPPL	619	OTHER MISC SUPPLIES	$150.00
672	EQ&VEH R&M SUPPL	664	OTHER MINOR EQUIPMENT	$400.00
672	EQ&VEH R&M SUPPL	748	OTHER EQUIPMENT	$1,200.00
672	EQ&VEH R&M SUPPL	613	SAFETY SUPPLIES	$200.00
			TOTAL	$1,950.00

REASON: Need funds for upcoming expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

P.O. Box 58 / 100 N. Closner, Edinburg, Texas, 78540

956.318.2100 ~ fax 956.318.2105

www.hidalgocountyclerk.us

AI-39020 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-007-001-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/4/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:31 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Esther Contreras Started On: 05/30/2013 04:28 PM

Final Approval Date: 06/14/2013

DATE: May 30, 2013

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-007-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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 CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
890	OTHER	664	OTHER MINOR EQUIPMENT	$800.00
890	OTHER	601	OFFICE & COMPUTER SUPPLIES	$250.00
890	OTHER	583	TRAVEL OUT OF COUNTY	$600.00
890	OTHER	607	HOUSEHOLD/JANITORIAL SUPPLIES	$100.00
			TOTAL	**1,750.00**

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-39122 **2013 Intradept. (line item)Transfers 2. H.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-003-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/5/13.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:50 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mike Escaname Started On: 06/05/2013 04:01 PM

Final Approval Date: 06/14/2013

Date: June 5, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health Department
Account Number: 3-1100-441-00-340-003-0 CLINICS
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1100-441-00-340-003-0-601	HEALTH CLINICS-OFFICE & COMPUTER SUPPL	3-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	$ 10,912.66
			Amount	$ 10,912.66

Revenue Account
Amount Requested: $ 10,912.66

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39112 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-047-3-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:54 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mike Escaname Started On: 06/05/2013 03:33 PM

Final Approval Date: 06/14/2013

Date: June 5, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-047-3-
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-748	PPCPS-BDS-OTHER EQUIPMENT	$4,900.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-604	PPCPS-BDS-MEDICAL & LAB SUPPL	$7,600.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-619	PPCPS-BDS-OTHER MISC SUPPLIES	$150.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-664	PPCPS-BDS-OTHER MINOR EQUIPMENT	$ 350.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-619	PPCPS-BDS-OTHER MISC SUPPLIES	$ 17,500.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-619	PPCPS-BDS-OTHER MISC SUPPLIES	$ 12,000.00
3-1293-441-00-340-047-3-320	PPCPS-BDS-PROFESSIONAL SERVICES	3-1293-441-00-340-047-3-664	PPCPS-BDS-OTHER MINOR EQUIPMENT	$ 150.00
			Amount	$ 42,650.00

Revenue Account
Amount Requested: $ 42,650.00

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39106 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-013-3-xxx

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:48 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mike Escaname Started On: 06/05/2013 03:14 PM

Final Approval Date: 06/14/2013

Date: June 5, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-013-3- TDH PHPSB
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-013-3-534	TDH PHPSB-INTERNET	3-1293-441-00-340-013-3-607	TDH PHPSB HOUSEHOLD&JANITORIAL SUPPLIES	$700.00
3-1293-441-00-340-013-3-745	TDH PHPSB-COMPUTER EQUIPMENT	3-1293-441-00-340-013-3-607	TDH PHPSB HOUSEHOLD&JANITORIAL SUPPLIES	$800.00
			Amount	$ 1,500.00

Revenue Account
Amount Requested: $ 1,500.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39071 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-012-3-XXX

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

BUDGETARY IMPACT:

Funds available as of 6/12/2013.

Attachments

LIT

Sal Proj 6.12.13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:08 PM
Obdett Calzada	Obdett Calzada	06/12/2013 11:41 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mike Escaname Started On: 06/04/2013 11:00 AM

Final Approval Date: 06/14/2013

Date: June 4, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-012-3-
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-012-3-113	IMM DIV LOCAL-REG F/T EMPLOYEES	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 2,000.00
3-1293-441-00-340-012-3-211	IMM DIV LOCAL-HEALTH INSURANCE	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 1,750.00
3-1293-441-00-340-012-3-220	IMM DIV LOCAL-FICA	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 500.00
3-1293-441-00-340-012-3-250	IMM DIV LOCAL-UNEMPLOYMENT COMP	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 2,000.00
3-1293-441-00-340-012-3-260	IMM DIV LOCAL-WORKERS COMP	3-1293-441-00-340-012-3-661	IMM DIV LOCAL-MINOR OFFICE FURN & EQUIP	$ 1,500.00
			Amount	$ 7,750.00

Revenue Account
Amount Requested: $ 7,750.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

IMMUNIZATION FY 13

GRANT ENDING 08/31/2013

Projection of Salaries and Fringes for the remainder of the IMMUNIZATION FY 13 period ending 08/31/13

		** COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 6/12/2013	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 19,876.50	6.5	$ 129,197.25	$ 133,503.44	$ 4,306.19
Health Insurance	211	$ 2,533.22	6.5	$ 16,465.93	$ 18,935.66	$ 2,469.73
Fica	220	$ 1,520.55	6.5	$ 9,883.59	$ 11,685.85	$ 1,802.26
Unemployment Comp.	250	$ 99.38	6.5	$ 645.97	$ 3,340.38	$ 2,694.41
Worker's Comp	260	$ 43.74	6.5	$ 284.31	$ 2,286.51	$ 2,002.20
		$ 26,193.29		**$ 172,261.29**	**$ 185,988.55**	**$ 13,727.26**

Pay Periods Remaining at 06/04/13:

1	pp 12	6/14/2013	Transaction posted on 6/7/2013
2	pp 13	6/28/2013	
3	pp 14	7/12/2013	
4	pp 15	7/26/2013	
5	pp 16	8/9/2013	
6	pp 17	8/23/2013	
7	pp 18	9/6/2013	
8	pp 19	9/20/2013	5 days only

Expenditure Summary Report-> 

Expenditure Detail Report: ---> 

** Cost Per Pay Period figures were obtained by selecting the highest expenditure incurred during 2013 as per Detail Expenditure Report.

Prepared by Mike Escaname
Health Human Services Dept.
06/04/13

AI-39025 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Eddie Olivarez Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1293-441-00-340-005-0-xxx

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:31 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mike Escaname Started On: 05/31/2013 08:35 AM

Final Approval Date: 06/14/2013

Date: May 31, 2013
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 3-1293-441-00-340-005-0-
Budget Line Item Transfer(s)

Honorable Commissioner's 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 NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
3-1293-441-00-340-005-0-741	H.D. ADM-VEHICLES	3-1293-441-00-340-005-0-661	H.D. ADM-MINOR OFFICE FURNITURE & EQUIPMENT	$ 600.00
			Amount	$ 600.00

Revenue Account
Amount Requested: $ 600.00

Reason: Needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-39041 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

2013 - I. T. Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-200-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/5/13.

Attachments

Intra

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 08:51 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Edna Kirby Started On: 05/31/2013 02:11 PM

Final Approval Date: 06/14/2013

DATE: June 18, 2013

DEPARTMENT HEAD: Renan Ramirez

DEPARTMENT NAME: Information Technology Dept.

ACCOUNT NUMBER: 3-1100-415-00-200-001-0

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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 CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
412	INFO TECH DEPT- CABLE/SATELLITE TV	665	INFO TECH DEPT-MINOR COMPUTER EQUIP.	$1,317.36
412	INFO TECH DEPT- CABLE/SATELLITE TV	601	INFO TECH DEPT-OFFICE & COMP. SUPPLIES	597.69
432	INFO TECH DEPT- EQUIP & VEH R&M SRV	601	INFO TECH DEPT-OFFICE & COMP. SUPPLIES	$25.72
			TOTAL	$1,940.77

REASON: **Cover expenses for an outstanding Dell invoice.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39053 **2013 Intradept. (line item)Transfers** **2. N.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Roy Quintanilha Submitted By: Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

2013 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-50-125-003-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

39053

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 08:55 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Rosie Luna Started On: 06/03/2013 10:04 AM

Final Approval Date: 06/14/2013

DATE: June 3, 2013

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Safety Division

ACCOUNT NUMBER: 3-1100-419-50-125-003-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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 CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	Equip. & Vehicle R&M Service	672	Equip/Vehicle R&M Supplies	$ 800.00
			TOTAL	**$ 800.00**

REASON: **Transfer is being requested to purchase tires for unit.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39059 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-18-160-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:44 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Nielda Cavazos Started On: 06/03/2013 03:17 PM

Final Approval Date: 06/14/2013

DATE: **June 3, 2013** **May**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **3-1100-415-18-160-001-0**

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

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 CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
665	minor computer equipment	601	office and computer supplies	**$3,235.35**
			TOTAL	**$3,235.35**

REASON: **need to fund object codes for remainder of the year**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39081 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Emilia Uriegas,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-086-0-xxx

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

BUDGETARY IMPACT:

Funds are available as of 06/04/13 in the amount of $2,367,486.65.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/04/2013 03:54 PM
Budget & Management	Obdett Calzada	06/05/2013 01:21 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Emilia Uriegas Started On: 06/04/2013 03:39 PM

Final Approval Date: 06/14/2013

DATE: June 04, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Jail Landmark

ACCOUNT NUMBER: 3-1100-423-21-280-086-0-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		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-086-0-431	Buildings and Other Structures Repair and Maintenance Services	→	3-1100-423-21-280-086-0-339	Other Professional Services	247,275.15
		→			
		→			
		→			
		→			
		→			
					$247,275.15

REASON: To provide funding under appropriate object code reference to P.O. #690623 (construction manager services for roof repairs at Hidalgo County Adult Detention Center-Jail)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-39117 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Dept. - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/10/13.

Attachments

line item transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/05/2013 04:24 PM
Budget & Management	Obdett Calzada	06/10/2013 09:49 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Virginia Rodriguez Started On: 06/05/2013 03:49 PM

Final Approval Date: 06/14/2013

DATE: 6/17/2013

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-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		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-423-21-280-002-0-	672-Equip & Vehicle R&M Supplies	3-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	1,500.00
3-1100-423-21-280-002-0-	605-CLOTHING AND UNIFORMS	3-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER	3,000.00
	T O T A L			$4,500.00

REASON: FUNDS ARE NEEDED FOR BATTERIES FOR EQUIPMENT.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-39099 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: PABLO (PAUL) VILLARREAL JR. Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/6/13.

Attachments

39099 lit tax stmts 6-5-2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:40 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mary Garcia Started On: 06/05/2013 01:24 PM

Final Approval Date: 06/14/2013

DATE: June 5, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0xxx

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	350	OTHER SERVICES	$376.00
			TOTAL	$376.00

REASON: **Line item transfer necessary for the mailing of the 2013 Property Tax Statements.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-39061 **2013 Intradept. (line item)Transfers 2. S.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Sulema Cavazos, FIRE MARSHAL'S DEPT.

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2013 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/4/13.

Attachments

transfer

policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 09:45 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Sulema Cavazos Started On: 06/03/2013 03:28 PM

Final Approval Date: 06/14/2013

DATE: 06/10/13

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **3-1100-422-10-300-001-0-XXX**

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

Honorable Commissioner's Court of Hidalgo County:

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	OTHER		605	CLOTHING AND UNIFORMS	$500.00
890	OTHER		619	OTHER MISCELLANEOUS SUPPLIES	$150.00
890	OTHER		665	MINOR COMPUTER EQUIPMENT	$300.00
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
		->			
					$950.00

REASON: TO PURCHASE UNIFORMS; TO PURCHASE ELECTRONIC EQUIPMENT AND PROTECTIVE COVERS FOR THEM

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Department of Emergency Services **Approved by Commissioners**
County Fire Marshal Office **Court on: _____**

UNIFORM, CLOTHING POLICY

1.0 Purpose:

The purpose of this policy is to establish standards and guidance in the wearing of uniforms for those employees and persons assigned duties with the Hidalgo County Fire Marshal's Office. The uniform allows a visual identification of the person's assignment and agency at a glance. Dependant on duties and current assignment the uniform also serves as a personal protective garment. The uniform also serves to reflect a professional appearance by the wearer.

2.0 Affects:

The policy affects commissioned, non-commissioned and civilian personnel. Uniforms may be issued to commissioned, non-commissioned and civilian personnel based on job and duty assignment.

3.1 Proper Uniform Prescribed:

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

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

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

4.1 Improper Uniform Wear Prohibited:

Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature, and they are there to gather information, evidence, investigate any crime, or violation of local, state or federal law.

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5.0 Appearance in Uniform:

Personnel shall maintain a neat and professional military-type appearance while in uniform that shall be representative of the County and the Fire Marshal.

5.2 In general, the uniform shall be clean and neatly pressed. Footwear shall be clean and polished. Footwear that is not polish-able shall be maintained clean and free of debris. The badge and name-tag shall be replaced when they become unserviceable. Uniform shirts that are designed to be tucked into the trousers/pants, shall be tucked in.

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

6.0 Approved Uniforms:

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

6.1 Class A Uniform – May also be called a dress uniform. This uniform shall consist of a white uniform shirt, black trouser, black polished footwear. The duty belt with appropriate gear attached that is commensurate with the person's assignment The shirt shall have the Fire Marshal Patch on each sleeve, with the badge prominently displayed over the left breast pocket, and a gold colored name tag just over the right breast pocket. Any brass, silver or plated brass or silver fixtures shall be polished. Dependant on the time of year or event the shirt may either be short sleeve or long-sleeve with a black tie. A tie clip may be affixed to the tie. Rank insignia shall be prominently displayed on the collar. Awards, pins, and other entitlements that the person has earned through their career may be displayed in the form of ribbons or a ribbon board above the name tag with prior supervisory approval.

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

6.3 Class B-1 Uniform – Another form of the utility uniform and will consist of a solid colored shirt with black trousers/pants.

6.4 Class C Uniform - This shall be any other uniform that is issued and may be classified as personal protective equipment, such as traditional structural fire-fighting gear (commonly referred to as "Bunker-Gear"; fire retardant shirts and pants or coveralls,

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wild-land fire fighting clothing; Search and Rescue (SAR) uniform, and tactical uniforms. These types of uniforms shall be issued and worn for the assignment at hand. Uniforms of this nature shall meet or exceed the requirements set forth in the appropriate National Fire Protection Association (NFPA) for the particular item of personal protective equipment/clothing. Those personnel assigned equipment maintenance duties shall refrain from wearing the uniform of the day, while maintaining, repairing or installing equipment.

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

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

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

6.8 Eyewear/Facewear: Dependant on assignment or the job at hand – eyewear may be issued to protect the eyes or face from ultraviolet light, projectiles, debris, and or heat. This section includes face and neck protectors with or without particle masks that are flame retardant or resistant. Protective eyewear must meet or exceed those standards set forth by ANSI or the National Fire Protection Association.

6.9 Undergarments: Undershirts shall display the Fire Marshal logo over the left front upper torso, and shall have distinct markings in large bold letters of a contrasting color of the undershirt with words, "POLICE" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INVESTIGATOR" & "HIDALGO COUNTY FIRE MARSHAL" or "FIRE INSPECTOR & HIDALGO COUNTY FIRE MARSHAL emblazoned upon the back that will readily identify the person wearing it as a peace officer, investigator, or inspector. The undershirt will have a front pocket. It may or may not be fire retardant. Only those persons that are commissioned peace officers may wear clothing with the words POLICE on it. Undershirts may also be emblazoned with the Urban Search and Rescue logo on the back (USAR) and may be issued to those persons that are assigned those duties.

6.10 Belts: The trouser belt shall be made of nylon or ballistic webbing with a metal or aluminum buckle. These types of belts are normally referred to as "riggers-belt". When

wearing the presently issued no-buckle duty belt, the belt may be of such that matches the buckle-less system that is coated with “Velcro” hook & loop type material.

6.10 Outerwear: Shall consist of coats, jackets, traffic vests, rain-coat, and other foul weather gear. All issued outerwear coats and jackets, shall have the Fire Marshal patch attached to sleeves. High visibility vests, raincoats and other foul weather gear shall have the words “HIDALGO COUNTY FIRE MARSHAL” emblazoned upon the back in reflective lettering. Traffic Vests shall meet or exceed those standards set forth for emergency responders working alongside federal highways.

6.11 Shorts: Shorts may be issued and worn by those persons assigned swift water/deep water rescue. They shall be of the kind and style that is commensurate for the duties and assignments at hand.

7.0 Daily Wear:

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

7.1 Seasonal Wear: Determination of the summer or winter uniform shall be based on the advent of daylight savings time. On the first business day after the initiation of daylight savings time, the uniform shall change appropriately.

7.1 Law Enforcement Insignia: Only those persons that are fully commissioned as peace officers may wear any article of clothing that has the words “POLICE”, “LAW ENFORCEMNENT” , “COUNTY POLICE” or other similar language on them.

7.2 Civilian: Those persons that are employed by or assigned to the Fire Marshal’s Office may be issued uniforms if those persons are deployable to any scene, any emergency operations center, or any other location where it will be necessary to readily identify those persons as members of the Fire Marshal’s Office, this includes any person that normally works within the office environment or has duties assigned as a Fire Inspector only. These uniforms will not be personalized with the person’s name on it.

8.0 Badge/Identification Card:
A badge of office shall be issued to those persons that are assigned enforcement and/or inspection duties by the Fire Marshal. The badge shall be a seven (7) point star design with a round inlay.

8.1 Peace Officer - Badges shall be issued to those persons that are designated as peace officers. The badge design shall include a gold plated/color with the words HIDALGO

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COUNTY FIRE MARSHAL on it. It shall have an enameled blue state seal with the words THE GREAT STATE OF TEXAS around it.

8.2 Non Peace Officer - Badges may be issued to those non peace officers that under the employ or assignment to the Fire Marshal Office. The badge design for this badge will be a gold plated/color with the words HIDALGO COUNTY FIRE INSPECTOR on it. The state seal shall be of the same color as the badge.

8.3 Identification Card – In addition to the standard issue Hidalgo County employee identification card those persons assigned enforcement duties shall be issued an identification card that identifies the bearer as a member of the Fire Marshal's Office.

8.3.1 Peace Officer – Those persons commissioned as peace officers shall be issued an identification card with the design and language on it that complies with TCLEOSE rules. It will plainly state on it that the bearer is designated as a peace officer. The front of the card shall read "FIRE MARSHAL" on the right side of the card. It will have a depiction of the badge with a photograph underneath it, with the person's name and title. The employees County ID number shall be on the rear of the card, along with the officers' TCLEOSE uniquely assigned Personal Identification Number.

8.3.2 Non Peace Officer – Those persons that are not commissioned as peace officers shall be issued an identification card on which the language "NOT A PEACE OFFICER" is written upon it. The front of the card shall read "INSPECTOR". It will have a depiction of the badge with a photograph and person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

8.3.3 Civilian – Those employees and staff that are assigned office duties who may issue burn permits, review plans or conduct other duties assigned to the Fire Marshal shall be issued identification cards that will be similar in design to the above ones, the front of the card shall read "Civilian" on it. It will have a depiction of the badge with a photograph, the person's name and title under it. The employees County ID number and other identifying information shall be on the rear of the card.

9.0 Duty belt, holsters, & other equipment

9.1 Materials – all duty belts, holsters, and pouches shall be of high quality. The material used will be of same for each set. The material for the belt, holster or pouch may be natural leather, synthetic or a combination thereof.

9.1.1 Duty belt – The duty belt shall be worn with the Class A Uniform, and shall consist of a black leather belt. Any buckles or metal hardware shall be polished.

9.1.2 Holster – A pistol holster of the same material and color shall be affixed to the duty belt. The holster must have at a minimum level II retention. Level III is preferred.

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9.1.3 Pouches – accessory pouches for handcuffs, pepper spray, baton, magazines, etc. shall be of the same material and color. Pouches design may include a snap type retention device.

9.1.4 Location - The pistol holster shall be worn on the strong side alongside the trouser/pant seam. The magazine pouch shall be worn on the opposite side.
All other pouches and accessories shall be worn in a manner that is comfortable to the wearer. No pouches/holders may be worn in a manner that will interfere with the unsnapping or draw of the handgun.

9.1.5 Holster Set – Issued gun belts will be in a set that shall consist of the Class A set; Tactical Rig that includes a drop down leg holster, and a belt holster, magazine and handcuff combination holder for everyday wear. Each person commissioned as a peace officer shall be issued all three sets.

9.1.6 Bullet Resistant Vest: Each employee with a peace officer designation shall be issued a bullet resistant vest that is a minimum of level IIIA, (NIJ Standards) that may be worn under the uniform shirt. Additionally as funds permit, a level IV vest shall be acquired for each employee with a peace officer designation. The latter may be worn over clothing and will have the appropriate insignias and lettering identifying the person wearing it as a peace officer.

9.1.7 Bullet Resistant Helmet: Each employee with a peace officer designation shall be issued a bullet resistant helmet with a clear face-shield that is also bullet proof. The headgear shall meet or exceed NIJ standards that are in accordance with military standards.

9.1.8 Maintenance –All holsters and pouches that have retention devices shall be inspected once a month for malfunctions and wear. They shall be maintained, cleaned and lubricated as necessary. Any type of malfunction or unusual wear shall be reported immediately and replaced.

10.0 Civilian clothing - Personnel assigned to or employed by the Fire Marshal's Office may wear civilian type non-uniform clothing under the following circumstances.

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

10.2 Clerical and Support Staff - Personnel in those assignments may wear civilian clothing on a daily basis. The clothing must be office appropriate and may be classified as business attire. Clerical and support staff may be issued uniforms for those occasions when they may be deployed to an event or assigned to work in an emergency operations center.

DRAFT

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

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

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

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

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

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

DRAFT

AI-39252 **2013 Intradept. (line item)Transfers 2. T.**

CC CONSENT

Meeting Date: 06/18/2013

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

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/14/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/13/2013 04:15 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Katia Garcia Started On: 06/13/2013 04:10 PM

Final Approval Date: 06/14/2013

DATE: June 13, 2013

2013
Transfer

AI-39252

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Administration

ACCOUNT NUMBER: 3-1200-431-00-121-004-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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
601	OFFICE & COMPUTER SUPPLIES	535	POSTAGE	$70.00
			TOTAL	$70.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-39147 **2013 Intradept. (line item)Transfers 2. U.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Carlos Jasso Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/7/2013.

From 601 --> 604 $50.00
From 601 --> 661 $200.00
From 601 --> 665 $ 150.00

Attachments

revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/07/2013 09:57 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Carlos Jasso Started On: 06/07/2013 09:31 AM

Final Approval Date: 06/14/2013

DATE: June 7, 2013

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 3-1200-431-00-122-005-0-XXX

2013
Intradepartmental Transfer

AI # 39147

Contact Person: Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

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**
601	ADM-OFFICE & COMPUTER SUPPLIES	661	ADM- MINOR OFFICE FURN & EQUIPMENT	200.00
601	ADM-OFFICE & COMPUTER SUPPLIES	665	ADM- MINOR COMPUTER EQUIPMENT	150.00
			TOTAL	**350.00**

REASON:
Transfer is needed for anticipated expenditures

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39181 **2013 Intradept. (line item)Transfers 2. V.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Agapito Vargas Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/12/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/12/2013 09:39 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Angela Garcia Started On: 06/11/2013 08:49 AM

Final Approval Date: 06/14/2013

DATE: June 10, 2013

2013
Intradepartmental Transfer

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 3-1200-431-00-122-005-0-XXX

Contact Person: ANGELA GARCIA **Ph#:** (956) 292-7000 ext. 2003

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**
601	OFFICE & COMP. SUPPLIES	583	TRAVEL OUT OF COUNTY	1,000.00
			TOTAL	**1,000.00**

REASON:
TRANSFER NEEDED FOR TRAVEL TO TXDOT SEMINAR

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-39241 **2013 Intradept. (line item)Transfers 2. W.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Carlos Jasso Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 South Tower CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-082-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 6/14/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/13/2013 04:17 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Yolanda Cisneros Started On: 06/13/2013 11:40 AM

Final Approval Date: 06/14/2013

DATE: June 13, 2013

2013
Transfer

AI-39241

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
South Tower CRC Department

ACCOUNT NUMBER: 3-1100-466-00-122-082-0-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
890	OTHER	604	MEDICAL & LAB SUPPLIES	$50.00
			TOTAL	$50.00

REASON:
Transfer needed to cover expected expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-39261 **2012 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Auditor's Office **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

WIC Adm (1292):
Approval of 2012 interdepartmental transfer from various departments to Capital Leases-Other Debt Principal & Other Debt Interest in the total amount of $93,205.40 to fund capital lease expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** WIC Adm

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

BUDGETARY IMPACT:

Approval of 2012 interdepartmental transfer from WIC Adm to Capital Leases-Other Debt Principal & Other Debt Interest in the total amount of $93,205.40 to fund capital lease expenditures.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	06/14/2013 03:08 PM
Budget & Management	Obdett Calzada	06/14/2013 03:40 PM
Manuel Chapa	Manuel Chapa	06/14/2013 04:24 PM
Purchasing Department	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Erika Zamora Started On: 06/14/2013 10:22 AM

Final Approval Date: 06/14/2013

DATE: JUNE 10, 2013

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 2-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1	2-1292-471-00-350-001-2-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	Dr.Jcksn C-12-052-06-26	4,341.88
	2-1292-472-00-350-001-2-864	CAPITAL LEASES-OTHER DEBT INTEREST		758.12
	2-1292-441-00-350-001-2-441	WIC ADM-LAND & BLDG RENTALS 1PMT		(5,100.00)
	2-1292-471-00-350-001-3-862	CAPITAL LEASES-OTHER DEBT PRIN(4PMTS '12 LEASE		6,557.06
	2-1292-472-00-350-001-3-864	CAPITAL LEASES-OTHER DEBT INTEREST		1,092.94
	2-1292-441-00-350-001-3-441	WIC ADM-LAND & BLDG RENTALS		(7,650.00)
2	2-1292-471-00-350-001-3-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL	GBB-WSLCO C-12-104-08-28	5,282.96
	2-1292-472-00-350-001-3-864	CAPITAL LEASES-OTHER DEBT INTEREST		922.44
	2-1292-441-00-350-001-3-441	WIC ADM-LAND & BLDG RENTALS '12 LEASE		(6,205.40)
3	2-1292-471-00-350-001-2-862	CAPITAL LSE-OTHER DEBT PRINCIPAL	SPI VENTURES C-11-114A-09-06	47,861.85
	2-1292-472-00-350-001-2-864	CAPITAL LEASES-OTHER DEBT INTEREST		7,825.65
	2-1292-441-00-350-001-2-441	WIC ADM-LAND & BLDG RENTALS '12 LEASE		(55,687.50)
	2-1292-471-00-350-001-3-862	CAPITAL LEASES-OTHER DEBT PRINCIPAL		16,214.60
	2-1292-472-00-350-001-3-864	CAPITAL LEASES-OTHER DEBT INTEREST		2,347.90
	2-1292-441-00-350-001-3-441	WIC ADM-LAND & BLDG RENTALS		(18,562.50)
		TOTAL BUDGET INCREASE REQUEST		0.00
			Total Principal	80,258.35
	TRANSFER NEEDED FOR PAYMENT OF CAPITAL LEASES		Total Interest	12,947.05
				93,205.40

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ___/___/___ DATE ATTEST COUNTY CLERK

AI-39052 **2013 Interdepartmental Transfers 4. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Agapito Vargas Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of 2013 Interdepartmental transfer from Road Maintenance program (006) into ICA W/SJ C. Chavez Rd. (Carroll - Bus 83) program (090) in the amount of $7,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funds available as of 6/14/2013.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/04/2013 08:54 AM
Olga Garza	Olga Garza	06/14/2013 03:04 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Carlos Jasso Started On: 06/03/2013 09:01 AM

Final Approval Date: 06/14/2013

DATE: June 3, 2013

DEPARTMENT HEAD: RAUL SILGUERO

2013
Interdepartmental Transfer

AI # 39052

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 3-1200-431-00-122-XXX-0-XXX

CONTACT PERSON: Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

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:			
3-1200-431-00-122-006-0- 890	**PCT2 RD MAINT**	**OTHER**	(7,000.00)
TO:			
3-1200-431-00-122-090-0- 841	**Pct 2 ICA W/SJ - C. CHVZ (CARROLL-BUS 83)**	**AID**	7,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Transfer is needed for anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-39144 **2013 Interdepartmental Transfers 4. B.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Agapito Vargas, Jr. - BCAP Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

BCAP III (1312):
Approval of 2013 interdepartmental transfer from BCAP III Pct #1 & Pct. 2 (various programs) into Pct #4 BCAP III Trenton Terrace (program 752) in the total amount of $19,393.70.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:
Available balance as of 6/7/2013.

Attachments

Inter-Dept. Transfer Pct.2
revised transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/10/2013 09:51 AM
Manuel Chapa	Manuel Chapa	06/14/2013 04:37 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Yolanda Cisneros Started On: 06/06/2013 03:25 PM

Final Approval Date: 06/14/2013

DATE: June 6, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013
Interdepartmental Transfer

AI-39144

DEPARTMENT NAME: BORDER COLONIA ACCESS PROGRAM ROUND 3

ACCOUNT NUMBER: 3-1312-431-00-122-XXX-0-XXX

CONTACT PERSON: Yoli Cisneros-Administrative Assistant II **PHONE:** (956) 787-1891 Ext. 2002

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:			
3-1312-431-00-122-413-0- 312	LAS MILPAS SUBDIVISION	INDIRECT COSTS	(126.33)
3-1312-334-30-122-413-0- 000	PCT2 BCAP III-LAS MILPAS SUBDIVISON	REVENUE	(126.33)
3-1312-431-00-122-413-0- 899	LAS MILPAS SUBDIVISION	CONTINGENCY	(7,071.03)
3-1312-334-30-122-413-0- 000	PCT2 BCAP III-LAS MILPAS SUBDIVISON	REVENUE	(7,071.03)
3-1312-431-00-122-454-0- 899	MCCOLL ESTATES SUBDIVISION	CONTINGENCY	(5,600.20)
3-1312-334-30-122-454-0- 000	PCT.2 BCAP III-MCCOLL ESTATES SUBD.	REVENUE	(5,600.20)
3-1312-431-00-122-262-0- 339	ESPERANZA ESTATES SUBDIVISION	OTHER PROFESSIONAL SERVICE	(637.81)
3-1312-334-30-122-262-0- 000	PCT.2 BCAP III-ESPERANZA ESTATES	REVENUE	(637.81)
TO:			
3-1312-431-00-124-752-0- 731	TRENTON TERRACE	ROADS	13,435.37
3-1312-334-30-124-752-0- 000	PCT.4 BCAP III-TRENTON TERRACE	REVENUE	13,435.37
TOTAL BUDGET INCREASE (DECREASE)			

REASON: Transfer is needed for completion of project.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

DATE: June 6, 2013

DEPARTMENT HEAD: Agapito Vargas Jr.

2013
Interdepartmental Transfer

AI-39144

DEPARTMENT NAME: BORDER COLONIA ACCESS PROGRAM ROUND 3

ACCOUNT NUMBER: 3-1312-431-00-121-XXX-0-XXX

CONTACT PERSON: Yoli Cisneros-Administrative Assistant II **PHONE:** (956) 787-1891 Ext. 2002

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:			
3-1312-431-00-121-063-0- 339	BALLI ESTATES	OTHER PROFESSIONAL SERVICE	(47.62)
3-1312-334-30-121-063-0- 000	PCT.1 BCAP III- BALLI ESTATES	REVENUE	(47.62)
3-1312-431-00-121-461-0- 540	MID-VALLEY ESTATES	ADVERTISING	(414.27)
3-1312-334-30-121-461-0- 000	PCT.1 BCAP III-MID-VALLEY ESTATES	REVENUE	(414.27)
3-1312-431-00-121-461-0- 731	MID-VALLEY ESTATES	ROADS	(348.70)
3-1312-334-30-121-461-0- 000	PCT.1 BCAP III-MID-VALLEY ESTATES	REVENUE	(348.70)
3-1312-431-00-121-790-0- 899	VILLAGE GROVE #2	CONTINGENCY	(4,738.32)
3-1312-334-30-121-790-0- 000	PCT.1 BCAP III-VILLAGE GROVE #2	REVENUE	(4,738.32)
3-1312-431-00-121-804-0- 731	WES-MES SUBDIVISION	ROADS	(409.42)
3-1312-334-30-121-804-0- 000	PCT.1 BCAP III-WES MAR SUBDISION	REVENUE	(409.42)
TO:			
3-1312-431-00-124-752-0- 731	TRENTON TERRACE	ROADS	5,958.33
3-1312-334-30-124-752-0- 000	PCT.4 BCAP III-TRENTON TERRACE	REVENUE	5,958.33
TOTAL BUDGET INCREASE (DECREASE)			

REASON: Transfer is needed for completion of project.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-39200 **2013 Interdepartmental Transfers 4. C.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Dina Trevino Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Co Wide Adm-Contingency (1100):
Approval of 2013 interdepartmental transfer from Public Defense-Legal Services to Co Wide Adm-Contingency in the amount of $921.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

Funds available in Public Defense-Legal Services as of 6/12/13.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	06/12/2013 09:43 AM
Budget & Management	Obdett Calzada	06/12/2013 09:52 AM
Olga Garza	Olga Garza	06/13/2013 04:40 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Erika Zamora Started On: 06/12/2013 09:35 AM

Final Approval Date: 06/14/2013

DATE: June 18, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co Wide Adm

ACCOUNT NUMBER: 3-1100-41X-X0-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
3-1100-412-30-115-016-0- 333	PUBLIC DEFENSE	LEGAL SERVICES	(921.00)
TO			
3-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	921.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To fund purchase of office furniture for the Public Defenders Office.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-39199 **2013 Interdepartmental Transfers 4. D.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Dina Trevino Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Public Defender (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Contingency to Public Defender in the amount of $921.00 to fund the purchase of office furniture.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-41X-X0-XX5-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available in Co Wide Adm-Contingency as of 6/12/13.

Attachments

Interdept Trsf

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	06/12/2013 09:33 AM
Budget & Management	Obdett Calzada	06/12/2013 09:50 AM
Obdett Calzada	Obdett Calzada	06/12/2013 03:10 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Erika Zamora Started On: 06/12/2013 09:18 AM

Final Approval Date: 06/14/2013

DATE: June 18, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Public Defender's Office

ACCOUNT NUMBER: 3-1100-41X-X0-XX5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
3-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(921.00)
TO			
3-1100-412-30-085-003-0- 601	PUBLIC DEFENDER	OFFICE & COMPUTER SUPPLIES	921.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To fund the purchase of office furniture for the newly hired attorney.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-39206 **2013 Interdepartmental Transfers 4. E.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Sergio Cruz Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100):
Approval of 2013 interdepartmental transfer from Co Wide Adm-Bank Fees to Various Departments in the amount of $23,894.92 to fund bank fees for the month of March.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-XX-XXX-00X-0-856

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

BUDGETARY IMPACT:

Funds available in Co Wide Adm-Bank Fees as of 6/12/13.

Attachments

Interdept Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/12/2013 02:52 PM
Obdett Calzada	Obdett Calzada	06/12/2013 03:18 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Erika Zamora Started On: 06/12/2013 10:53 AM

Final Approval Date: 06/14/2013

DATE: June 18, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Departments

ACCOUNT NUMBER: 3-1100-4XX-XX-XXX-00X-0-856

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
3-1100-415-00-115-002-0- 856	CO WIDE ADM	BANK FEES	(23,894.92)
TO			
3-1100-412-00-080-002-0- 856	CRIM DA	BANK FEES	183.77
3-1100-412-00-090-001-0- 856	DISTRICT CLERK	BANK FEES	345.32
3-1100-415-15-140-001-0- 856	TAX OFF	BANK FEES	19,972.26
3-1100-415-16-150-001-0- 856	CO TREASURER	BANK FEES	1,840.20
3-1100-415-40-180-001-0- 856	CO CLERK	BANK FEES	558.30
3-1100-421-00-280-001-0- 856	SHERIFF	BANK FEES	686.57
3-1100-463-00-250-001-0- 856	URBAN COUNTY	BANK FEES	308.50
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund March 2013 bank fees.

SIGNATURE

COMMISSIONERS COURT **DATE** / / **ATTEST, COUNTY CLERK**

AI-39239 **Planning Department 5. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 06-18-13

Pct 2 & 4 Cert Plat & Utility Status 06-18-13

Pct 2 & 4 Water Service Availability 06-18-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/13/2013 04:17 PM
Olga Garza	Olga Garza	06/13/2013 04:45 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Irma Castillo Started On: 06/13/2013 11:09 AM

Final Approval Date: 06/14/2013

	PLANNING DEPT. PCTS 1 CERT PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Michael Pavon	1-10264
2.	Apolinar Castillo	1-10278
3.	Carlos A. De Luna	1-10274
	COMM. COURT: June 18, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 10264

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Michael Raven

Address: 4116 Nightshade AVE.
McAllen TX
78504

Phone: (956) 4600286

Water Supplier: NA WSC

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

La Campana PH 3 lot 4 & Blk 41,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 5/29/07);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Peoples);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by);

_____ _____ _____

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 1-10264

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Michael Pavon

Address: 4116 Nightshade ave
McAllen Tx 78504

Phone: (956) 460 02 86

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

La Campana Ph # 3 lot # 8 Blk # 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
✓ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) — Date: 06/10/13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) Permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/13/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10264
Jun. 10, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

C0740-03-001-0008-00

[1] OWNER: PAVON, MICHAEL

4116 NIGHTSHADE AVE
MCALLEN TX 78504
Telephone No. 460-0286

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,221 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
LA CAMPANA PH 3 LOT 8 BLK 1

LOCATION: 0 MILE 15 1/2 & FM 88

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $130,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ___/___NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDES:10'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 6/3/13

Approved by — Date 6/4/13

Signature of Owner or Applicant — Date 06/10/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

GF# 133653-EH

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

WARRANTY DEED

Date: May 8, 2013

Grantor: John N. Mozingo and wife, Shelly Bell Mozingo

Grantor's Mailing Address (including county): 17948 FM 88
Edcouch, Texas 78538
Hidalgo County

Grantee: Michael Pavon, a married man

Grantee's Mailing Address (including county): 4116 Nightshade Ave.
McAllen, Texas 78504
Hidalgo County

Consideration: Ten and No/100ths ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged.

Property: (including any improvements):

All of Lot 8, Block 1, CAMPANA SUBDIVISION PHASE III, an Addition to the City of Elsa, Hidalgo County, Texas, according to the map recorded in Volume 53, Pages 108 thru 111, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Taxes for the year 2013 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.

Restrictive covenants dated November 19, 2007, filed November 28, 2007 under Document Number 2007-1830475 and dated April 9, 2008, filed April 9, 2008 under Document Number 2008-1877628, Official Records and Volume 53, Pages 108 thru 111, Map Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin.

Annual maintenance charge and/or current assessments as set forth in instrument dated

REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (i) THE CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, DEVELOPMENTAL POTENTIAL OR OTHERWISE; (iii) ALL WARRANTIES CREATED BY ANY AFFIRMATION OR FACT OR PROMISE BY GRANTOR OR BY ANY DESCRIPTION OF THE PROPERTY; AND (iv) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

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

Grantor:

By: John N. Mozingo
John N. Mozingo

By: Shelly Bell Mozingo
Shelly Bell Mozingo

(Acknowledgments)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

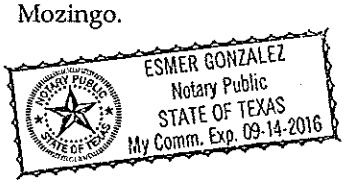
This instrument was acknowledged before me on the 8 day of May, 2013, by John N. Mozingo.

ESMER GONZALEZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-14-2016

Notary Public State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 8 day of May, 2013, by Shelly Bell Mozingo.



Notary Public State of Texas

AFTER RECORDING RETURN TO:
Michael Pavon
4116 Nightshade Ave.
McAllen, Texas 78504

PREPARED BY:
KITTLEMAN, THOMAS &
GONZALES, PLLC
P. O. BOX 1416
McALLEN, TX 78505
2225-4 saw/fc GF 132495

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ① 2 3 4

Application No: 1-10278

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Apolinar Castillo

Address: 357 Marie Dr
Donna Tx 78537

Phone: 507-271-5571

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Walston Farms lot #15 Blk #9,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/3/62);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Pecina);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-10278

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: APOLINAR Castillo

Address: ~~APO~~ 557 Marie Dr

Donna TX 78537

Phone: (507) 271-5571

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Walston Farms Lot # 15 BLK # 4

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Apolinar Castillo
Requesting Party (Signature)

6-12-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) print

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/13/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10278
Jun. 12, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

W0600-00-004-0015-00

[1] OWNER: CASTILLO, APOLINAR & MARIA E

557 MARIA DR
DONNA TX 78537
Telephone No. 271-5571

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW COMMERCIAL
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
WALSTON FARMS LOT 15 BLK 4

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $70,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by _____ Date 6/12/13

Approved by _____ Date 6/19/13

Signature of Owner or Applicant _____ Date 6-12-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Prepared by the State Bar of Texas for use by lawyers only. Reviewed 1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

190275
WARRANTY DEED

VOL. 2373 PAGE 075

THE STATE OF TEXAS
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN DeCOLON of Jackson County, Wisconsin, and MAYBELL MELCHER

of the County of Trentleau and State of Wisconsin for and in consideration of the sum of TEN and no/100 ($10.00) - DOLLARS and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto APOLINAR CASTILLO and wife, MARIA ELENA CASTILLO,
Rt. 1, Box 394-C, Donna, TX 78537
of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:
All of Lot No. Fifteen (15), Block Four (4) of Walston Farms Subdivision, an addition to the City of Donna, Hidalgo County, Texas, as shown on the map or plat thereof which is recorded in Book 14, pg. 18 of the Map Records of Hidalgo County, Texas; LESS AND EXCEPT all of the oil, gas and other minerals in and under said land.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Easements, rules, regulations and rights in favor of Donna Irrigation District, Hidalgo County No. 1, and all visible easements.
2. Oil, Gas and Mineral Lease from Ella Allan, et al, to Charles C. Almy dated February 23, 1958, recorded in Vol. 212, pg. 372 Oil & Gas Lease Records.
3. Grantees herein assume and agree to pay all taxes now due or to become due against the property herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 29th day of December, A.D. 19 82.

John DeColon

Maybell Melcher

VOL 2373 PAGE 076

Mailing address of each grantee:

Name: Apolinar & Maria Elena Castillo
Address: Rt. 1, Box 394-C
Donna, TX 78537

Name:
Address:

(Acknowledgment)

STATE OF ~~TEXAS~~ TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the day of January, 1983
by John DeColon

My commission expires:
LOUISE LUTZ
Notary Public, In and For The State of Texas
My Commission Expires June 9, 1984

Notary Public, State of ~~Texas~~ Texas
Notary's printed name:

(Acknowledgment)

STATE OF ~~TEXAS~~ WISCONSIN
COUNTY OF TRENTLEAU

This instrument was acknowledged before me on the 7th day of January, 19 83
by Haybell Melcher

My commission expires:
My Commission Expires June 12, 1985
ROBERT C. QUINN

Notary Public, State of ~~Texas~~ Wisconsin
Notary's printed name:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the day of , 19
by
of
a corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas
Notary's printed name:

190275

AFTER RECORDING RETURN TO:

Apolinar Castillo
Rt. 1, Box ~~394C~~ 3373
Donna, TX 78537

FILED FOR RECORD
'83 DEC 1 PM 1 15
R RUIZ
CLERK
INTY, TEXAS

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-1027

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Carlos A De Luna

Address: 5522 Margaret Ave
Donna Tx 78537

Phone: (956) 363-7556

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Lantana Acres #6 Lot 455,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-09-07);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Palmer);

G.P. No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

G.P. Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct ① 2 3 4

Application No: 1-10274

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Carlos A De Luna

Address: 5522 Margaret Ave
Donna Tx 78537

Phone: (956) 363-7556

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lantana Acres #4 lot # 55

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature)

6/11/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

4/13/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10274
Jun. 11, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

L2845-06-000-0055-00

[1] OWNER: DE LUNA, CARLOS A.
IBARRA, CRISTAL O.
5522 MARGARET AVE
DONNA TX 78537
Telephone No. 363-7556

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 300 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-44

[7] LEGAL DESC./NAME OF SUBDIVISION
LANTANA ACRES 6 LOT 55

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $6,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
__X__ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:25' SIDES:6'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date: 6/11/13

Approved by — Date: 6/11/13

Signature of Owner or Applicant — Date: 6/11/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0750 C Pct: 0

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 3, 2013

Grantor: The Three Grandes, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Cristal Olivet Ibarra-Perez and Carlos Armando De Luna-Landeros

Grantee's Mailing Address (including county):
506 San Jacinto Ave.
Mercedes, Texas 78570
Hidalgo County, Texas



Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-One Thousand Five Hundred Dollars and No Cents ($31,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Carroll Whiteford, Trustee.

Property (including any improvements):

Lot(s) 55, Lantana Acres No. 6 Subdivision, as shown by the map or plat thereof recorded in Volume 54, Pages 72-75, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 27, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806701. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Second Prior Note"), dated August 27, 2007, payable to the order of Santa Cruz Properties, Ltd., which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1806702. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Second Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages an area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

, he Three Grandes, Ltd., a Texas Limited Partnership

BY: El Guy Loco, LLC, a Texas Limited Liability Company, General Partner

BY: _____
Richard W. Ruppert, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 3rd day of June, 2013, by Richard W. Ruppert, President of El Guy Loco, LLC, a Texas Limited Liability Company in its capacity of General Partner of The Three Grandes, Ltd., a Texas Limited Partnership.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Ana I Vandever
My Commission Expires
05/20/2015

Software by ReMergent, LLC
(956) 630-9401
Sales@ReMerge-It.com

AFTER RECORDING RETURN TO:

The Three Grandes, Ltd.
P.O. Box 959
Edinburg, Texas 78540

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Luis Aguilar	4-12468
2.	Jorge R. Falcon	4-12338
3.	Norberto Ramos	4-10792
4.	Francisco Vargas De Leon	4-11812
	COMM. COURT: June 18, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-12468

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	/ /	6/10/13

Name: Luis Aguilar

Address: 10305 E Montecristo RD. Edinburg TX. 78542 956-724-

Phone: 956 270-6509

Water Supplier: North Alamo

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: —

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as Evergreen Valley Est #3 Lot 109,

on _____, 20_____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-15-95);

water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul E. Sesin, P.E.);

Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 6/3/13 (verified by Ruben Hinojosa);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 6/3/13 (verified by Ruben Hinojosa);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Raul Sesin);

Raul E. Sesin

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____

Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Raul E. Sesin, P.E., CFM
Planning Administrator

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Rev. 02-19-10

Precinct 1 2 3 (4)

Application No: H-12168

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Luis Aguilar

Address: 10305 E. Monte Cristo Rd.
Edinburg TX 78542

Phone: 956 290-6509

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Evergreen Valley Est #2 Lot 107

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ✓ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

X _____
X _____
Requesting Party (Signature)

5-31-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/13/13
Date

Maria Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12468
May. 31, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-02-000-0109-00

[1] OWNER: AGUILAR, LUIS ANGEL

10305 E. MONTE CRISTO RD.
EDINBURG, TX. 78542
Telephone No. 250-7248

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,700 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST #2 LT109

LOCATION: 0 MILE 20 & 3RD ST.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-35' SIDES-6'

Prepared by — Date: 5-31-13

Approved by — Date: 5-31-13

Signature of Owner or Applicant — Date: 5-31-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480338 Pct: 4

Community No.: 0325-0

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: April 27, 2013

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

Grantee: Luis Angel Aguilar
Grantee's Phone Number: (956) 250-7248
Grantee's Mailing Address (including county):
10305 E Monte Cristo Rd
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Eight Thousand Four Hundred Fifty No/100's ($38,450.00) Dollars, and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 109, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380418. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380419. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase II, as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

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, 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 warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 27, 2013 by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

Cynthia L Martinez
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-12338

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49490
Date Approved:	1 1	6 / 10 / 12

Name: Jorge R. Falcon

Address: 22901 N. Uresti St.
Edinburg Tx 78541

Phone: (956)844-3704

Water Supplier: North Alamo Water Supply

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: N 10 20 + 3RD St. European Valley Est #2 Lot 112

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 03-15-05);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [signature]);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [signature]);

[signature]
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-12-338

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jorge R. Falcon

Address: 22901 N. [redacted] Uresti Street Edinburg Tx 78541

Phone: (956) 844-3704

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Evergreen Valley Est. #2 Lot 112 (R) PMH.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature) — 6-10-13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__✓__ Affidavit
_____ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/10/13. — **Date**

[illegible] — **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12338
Apr. 24, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

E8250-02-000-0112-00

[1] OWNER: FALCON ROLANDO JORGE
GALVAN ARACELI
4929 N ALAMO RD
EDINBURG TX 78541
Telephone No. 844-3704

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 3,077 Sq. Ft.

[6] USE OF BUILDING: NEW RESIDENTIAL CONST.

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST PH 2
LOT 112

LOCATION: 0 MILE 20 & 3RD ST

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $175,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:50' BACK:50' SIDE:6' SIDE:6'
18" ABOVE CLINE OF ST. FLOODZONE:X-25

Prepared by — Date: 4-24-13

Approved by — Date: 4-23-13

X
Signature of Owner or Applicant — Date: 4/24/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

3738

CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 13, 2013

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

2373738

Grantee: Jorge Rolando Falcon and Araceli Galvan
Grantee's Phone Number: (956) 844-3704 or 207-8187
Grantee's Mailing Address (including county):
4929 N. Alamo Rd.
Edinburg, Texas 78541
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Nine Thousand Nine Hundred Fifty No/100's ($39,950.00) Dollars, and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 112, Evergreen Valley Estates, Phase II, as shown by the map or plat thereof recorded in Volume 47, Page 85-97, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380418. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated August 10, 2004, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1380419. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase II, as shown on the plat thereof, recorded in Volume 47, Pages 85-97, Map records of Hidalgo County, Texas; and

M.L.F.

Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject

EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

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, 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 warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on January 13, 2013 by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

M.L.T.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10792

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Norberto Ramos

Address: 1201 E. Loes
Edinburg TX. 78539

Phone: (956) 784-0422

Water Supplier: N/A

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 201402-003

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Los Venados Ph 5 Lot # 590

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 04-06-05);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Maria Cerda);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Maria Cerda);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Maria Cerda);

NO electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Maria Cerda);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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956-968-4734
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Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-10792

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Norberto Ramos

Address: 1201 E. Loes
Edinburg TX 78539

Phone: (956) 784-0422

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Los Venados Ph 5 Lot # 300

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
✓ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Requesting Party (Signature)

6-6-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

✓ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
✓ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

06/10/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-10792
Jul. 1, 2011

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L6446-05-000-0500-00

[1] OWNER: NORBERTO RAMOS

1201 E. LOEB
EDINBURG TX 78539
Telephone No. 607-2642

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,800 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-25

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS VENADOS PH 5 LOT 500

LOCATION: 0 281 & LOS VENADOS DR.

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $55,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:100' REAR:15' SIDE:20' SIDE:20'
MIN. ELEV. ABOVE THE CENTER LINE OF ROAD 18"

Prepared by _____ Date 7/1/11

EDGAR ISIDRO Approved by _____ Date 6/27/11

Signature of Owner or Applicant _____ Date 6-1-11

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0225 B Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

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

Re: Lot 500, Los Venados Subdivision Phase V, Hidalgo County, Texas, as per map thereof recorded in Volume 47, Pages 130-140 , Map Records of Hidalgo County, Texas

Special Warranty Deed with Vendor's Lien

1. Date: May 26, 2010

2. Grantor: Garco, Ltd., A Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: NORBERTO RAMOS

5. Grantee's Mailing Address: 1201 E. Loeb, Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY SIX THOUSAND AND NO/100THS DOLLARS ($26,000.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot 500, Los Venados Subdivision Phase V, Hidalgo County, Texas, as per map thereof recorded in Volume 47, Pages 130-140, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following:

   A. The Declaration of Covenants, Easements, Conditions and Restrictions, which include liens and security interests in favor of the Property Owners' Association, to secure the payments of assessments. The Declaration is of record under Document Number 1464510, Official Records, Hidalgo County, Texas.

   B. All of the following which are valid and subsisting and affect the Property and that are of record, in the Office of the County Clerk, Hidalgo County, Texas, to-wit: all rights, rights of way, restrictions, reservations, reservations and leases of oil, gas and other minerals, reservations of *underground* water and easements (including, but not limited to, easements for roads, utilities, irrigation lines, high pressure gas pipe lines and Irrigation District drainage ditch), and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

   C. Grantee's representations that: a. Grantee will have inspected the Property to Grantee's sole satisfaction, hiring the necessary experts to satisfy himself as to the condition of the Property without any reliance on any of Seller's representations; b. The parties are in relatively equal bargaining

positions; c. Grantee is purchasing the Property "As Is", without any warranty (except the Special Warranty of Title); d. the language of Exhibit "B" is to be included in the Special Warranty Deed, conveying title to Grantee ; and e. Grantee is responsible for obtaining all necessary permissions and permits for the construction upon and/or use of the Property.

D. All zoning laws, regulations and ordinances of municipal, county and/or other governmental authorities, if any, relating to the property, or any part hereof.

E. Anything an on-the-ground A-1 survey would reveal.

F. The taxes for the year 2010 and subsequent years due to change in land usage or ownership .

G. Liens in favor of First National Bank, of record in the Official Records of Hidalgo County, Texas, under Document numbers 1432589.

H. Save and except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals, in, on, under or that may be produced from the above described property.

I. Grantor hereby reserves to Grantor the groundwater rights, together with appurtenant easements as indicated in an Amendment to the DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS for "Los Venados Subdivision Phase V, " Hidalgo County, Texas, which amendment is of record by Document Number 1464510.

J. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.

9. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, 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 (continue below):

10. Special Warranty of Title: 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, 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 warranty, when the claim is by, through or under Grantor, but not otherwise.

11. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.

12. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

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

14. Signature: Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: _____
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 27th day of May 2010, by Richard A. Garza, President of Garco Management L.L.C., a Texas Limited Liability Company, General Partner, on behalf of Garco, Ltd., A Texas Limited Partnership.

YOLANDA FLORES
Notary Public, State of Texas
My Commission Expires
July 31, 2012

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2012

After Recording Return To: 3910 W. Freddy Gonzalez, Edinburg, Texas 78539

Re: Lot 500, Los Venados Subdivision., Phase V. Hidalgo County, Texas, V 47, P130-140, Map Records of Hidalgo County, Texas.

Rev. 02-19-10

PLANNING DEPARTMENT

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11812

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	/ /	06/12/13

Name: Francisca Vargas

Address: 6218 Soledad Dr
Edinburg TX

Phone: 956 560 1378

Water Supplier: N/A

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: 67727056 CPL

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paloma del Valle #3 Lot 164,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

yes A plat has been prepared;

yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-11-07);

yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor Castillo);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor Castillo);

Flor A. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11812

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Francisco J Vargas

Address: 6218 Soledad Dr
Edinburg TX

Phone: 956 560 3378

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Lot 114
Paloma de el Valle #3 6218 Soledad Dr

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ✓ Subdivider
- ____ Owner of lot in subdivision
- ____ Resident of lot in a subdivision
- ____ Entity that provides utility service

Requesting Party (Signature)

06/12/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ✓ Deed
- ____ Executory Contract
- ____ Lease
- ____ Rent Receipt
- ____ Affidavit
- ✓ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

6/19/13
Date

Alex J. Castillo
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11812
Sep. 13, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P3112-03-000-0164-00

[1] OWNER: VARGAS, FRANCISCO JR. DE LEO

6218 SOLEDAD DR.
EDINBURG, TX. 78541
Telephone No. 560-1378

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING

[5] SIZE OF STRUCTURE: 1,600 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 164

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $50,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" FROM STREET.

Mario D. Castillo — Prepared by — 9-13-12 — Date

Rudy Rios — Approved by — 9-12-12 — Date

Signature of Owner or Applicant — 9-13-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO 0305D
Panel No. /Suffix: ____ Pct: 4
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FORM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: February 18, 2010

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Grantee: Francisco Junior Vargas De Leon

Grantee's Mailing Address including County: 6304 Soledad Dr.
Edinburg, TX 78541
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of SIXTEEN THOUSAND EIGHT HUNDRED NINETY-FOUR AND 77/100 DOLLARS ($16,894.77) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 164 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2010 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

5. For Grantor and Grantor's successors, a reservation of all of the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, 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, 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.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 18, 2010, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NELDA C. VILLARREAL NOTARY PUBLIC STATE OF TEXAS EXPIRES 02-24-2012

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 2-24-2012

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Sergio Saenz	4-12322
2.	Gilberto Rivas	R15567
	COMM. COURT: June 18, 2013	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-12322

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

	Temporary Service	Final Service
Approved by Environmental Health:		R Mendez
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49493
Date Approved:	/ /	6/6/13

Upon the application of:

Name: Sergio Saenz

Address: 5948-3-E Mile-18-
Edinburg TX 78542

Phone: 956-239-7801
956-221-0537

Water Supplier: N/A

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: # 185542-003

[ ] Temporary Pole [✓] Permanent Service

Mobile home

who is the person requesting utility service to subdivided land ("land") described as follows:

Tex Mex. Survey, W. 66-E 330-N. 660
Lot. 11. Sec. 252. 1.00 AC. Gross. 0.7 AC. Net

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

~~-OR-~~

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-12322

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Sergio Saenz,

Known to me [*or* proved to me in the oath of _____ *or* through TX. DL# 01893992 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

Tex Mex Survey W. 66 E 330 N 660 Lot 11 Sec 252
1.00 Ac. Gross 0.7 Ac Net

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on May 03, 2013, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
Carmen Cantu
My Commission Expires
04/19/2016

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12322
Apr. 22, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

T2100-00-252-0011-13

[1] OWNER: GUADALUPE LOPEZ

5948 E MILE 18
EDINBURG TX-78542
Telephone No. 221-0537

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 240 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL-MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
TEX-MEX SURVEY W66'-E330'-N660
LOT 11 SEC 252 1.00 AC GROSS 0
7 AC NET

LOCATION: 0 ALAMO & TERRY

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,200

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-50' REAR-15' SIES-6'

Rodolfo Ríos — Prepared by — 4-22-13 — Date

GILBERT PEÑA — Approved by — 4-17-13 — Date

x Guadalupe Lopez — Signature of Owner or Applicant — x 4-22-13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 0

Community No.: 0325-C

Certification of Elevation
Required: _____ YES ✓ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 4, 2012

Grantor: ROEL BARRERA and wife, MARTHA ELENA BARRERA

Grantor's Mailing Address (including county): 3516 N. 34th
McAllen, Texas 78501
Hidalgo County, Texas

Grantee: GUADALUPE LOPEZ and SERGIO SAENZ

Grantee's Mailing Address (including county): 5948 E. Mile 18
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of TWENTY-FIVE THOUSAND AND NO/100THS DOLLARS ($25,000.00) payable to the order of ROEL BARRERA and wife, MARTHA ELENA BARRERA, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

A 1.00 acre tract of land, more or less, out of the East 10.00 acres of the North 20.00 acres of Lot Eleven (11), Section Two Hundred Fifty-two (252), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, said 1.00 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a point for the Northeast corner of this tract which bears North 81 degrees 01 minutes 00 seconds West, 264.00 feet from the Northeast corner of said Lot 11, Section 252, Texas-Mexican Railway Company's Survey, said point also being on the centerline of Rogers Road, a 40.00 foot County Road;

THENCE, along the East line of this tract, South 08 degrees 59 minutes 00 seconds West, first

passing an iron pin set at 20.00 feet on the South right of way line of Rogers Road, a total distance of 660.00 feet to the Southeast corner;

THENCE, along the South line of this tract, North 81 degrees 01 minutes 00 seconds West, 66.00 feet to an iron pin set for the Southwest corner of this tract;

THENCE, along the West line of this tract, North 08 degrees 59 minutes 00 seconds East, first passing an iron pin set at 640.00 feet on the South right of way line of Rogers Road, a total distance of 660.00 feet to the Northwest corner, also being on the centerline of Rogers Road;

THENCE, along the North line of this tract and the centerline of Rogers Road, a 40.00 foot County Road, South 81 degrees 01 minutes 00 seconds East, 66.00 feet to the ORIGINAL POINT OF BEGINNING, and containing 1.00 acre of land, of which 0.03 acre lies on Rogers Road.

Reservations from and Exceptions to Conveyance and Warranty:

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated September 13, 1965, recorded in Volume 1126, Page 356, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas and Mineral Lease(s) dated September 9, 1952, recorded in Volume 135, Page 135, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Terms, conditions and stipulations contained in Declaration of Pooling dated June 27, 1955, recorded in Volume 172, Page 404, Oil and Gas Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easement and/or other rights, if any, as set forth in untitled instrument dated April 12, 1989, recorded in Volume 2750, Page 904, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Subject to any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of the land described herein lying within canal right of way.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 2012 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

ROEL BARRERA

MARTHA ELENA BARRERA

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 4 of October, 2012, by ROEL BARRERA and wife, MARTHA ELENA BARRERA.

MARIANA RACOUSIS-RAMIREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-24-2016

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GUADALUPE LOPEZ and SERGIO SAENZ
5948 E. Mile 18
Edinburg, Texas 78542

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 779336;MR:bc

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: R 15 5562

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	6 16 13

Name: Gilberto Rivas

Address: ~~4490 E. Lopez~~ 4414 or:
Edinburg Tx. 78539

Phone: cell 569-0854

Water Supplier: N/A N.A.W.S.

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A
[ ] Temporary Pole / [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows: Country View Lot 31, ~~32~~ (6)

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land ~~was not subdivided after September 1, 1995~~, and water service is available more than 750 feet from the subdivided land and the ~~extension of water service to the land~~ may be feasible, subject to a final determination by the water service provider.

Ana L. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: R155567

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Gilberto Rivas,

Known to me [*or* proved to me in the oath of ID 344860260 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Country Knew Lot 31."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. ~~"The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

~~-OR-~~

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Gilberto Rivas (Signature)

SUBSCRIBED AND SWORN TO before me on _____, 20___, to certify which, witnesses my hand and seal of office.

JUAN SALVADOR TOVAR
My Commission Expires
April 3, 2015

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Hidalgo CAD

Property Search Results > 155566 RIVAS GILBERTO for Year 2013

Property

Account

Property ID:	155566	Legal Description:	COUNTRY VIEW LOT 31 & 32
Geographic ID:	C9100-00-000-0031-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	E LOPEZ DR TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	RIVAS GILBERTO	Owner ID:	946664
Mailing Address:	4420 E LOPEZ DR EDINBURG, TX 78542-2070	% Ownership:	100.0000000000%
		Exemptions:	DP, HS

Values

(+) Improvement Homesite Value:	+	$6,000		
(+) Improvement Non-Homesite Value:	+	$200		
(+) Land Homesite Value:	+	$24,360		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$30,560		
(–) Ag or Timber Use Value Reduction:	–	$0		
(=) Appraised Value:	=	$30,560		
(–) HS Cap:	–	$0		
(=) Assessed Value:	=	$30,560		

Taxing Jurisdiction

Owner: RIVAS GILBERTO
% Ownership: 100.0000000000%
Total Value: $30,560

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	Tax Ceiling
CAD	APPRAISAL DISTRICT	0.000000	$30,560	$30,560	$0.00	
DR1	DRAINAGE DISTRICT #1	0.075000	$30,560	$30,560	$22.92	
FD3	EMS DIST #03	0.030000	$30,560	$30,560	$9.17	
GHD	HIDALGO COUNTY	0.590000	$30,560	$30,560	$180.30	$185.45
JCC	SOUTH TEXAS COLLEGE	0.150700	$30,560	$30,560	$46.05	$47.37
R15	ROAD DIST 15	0.000000	$30,560	$30,560	$0.00	
SEB	EDINBURG ISD	1.239800	$30,560	$5,560	$68.93	$79.74
SST	SOUTH TEXAS SCHOOL	0.049200	$30,560	$30,560	$15.04	

Total Tax Rate:	2.134700		
		Taxes w/Current Exemptions:	$342.41
		Taxes w/o Exemptions:	$652.36

Improvement / Building

Improvement #1: RESIDENTIAL **State Code:** A2 **Living Area:** 672.0 sqft **Value:** $200

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MHR	MANUFACTURED HOME RES	*	WDS	1979	672.0

Improvement #2: RESIDENTIAL **State Code:** A2 **Living Area:** 1248.0 sqft **Value:** $6,000

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MHR	MANUFACTURED HOME RES	MHEC	HDB	1985	1248.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.1928	8400.00	60.00	140.00	$12,180	$0
2	L	LOT	0.1928	8400.00	60.00	140.00	$12,180	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2013	$6,200	$24,360	0	30,560	$0	$30,560
2012	$6,629	$24,360	0	30,989	$0	$30,989
2011	$7,272	$24,360	0	31,632	$0	$31,632
2010	$3,295	$12,180	0	15,475	$0	$15,475
2009	$3,733	$12,180	0	15,913	$0	$15,913
2008	$4,057	$8,232	0	12,289	$0	$12,289
2007	$4,544	$8,232	0	12,776	$0	$12,776
2006	$4,868	$8,232	0	13,100	$0	$13,100
2005	$5,355	$8,232	0	13,587	$0	$13,587
2004	$5,680	$8,232	0	13,912	$0	$13,912
2003	$6,167	$8,232	0	14,399	$0	$14,399

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Numb
1	12/6/2010 12:00:00 AM	GFD	GIFT DEED	RIVAS ABELIA	RIVAS GILBERTO			21598
2	11/22/2010 12:00:00 AM	AOH	AFFIDAVIT OF HEIRSHIP	RIVAS ABELIA	RIVAS ABELIA			21564
3	3/12/1990 12:00:00 AM	CONV	CONVERSION	RIVAS GREGORIO	RIVAS ABELIA	2884	777	

Tax Due

Property Tax Information as of 06/05/2013

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

2159847

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIFT DEED

DATE: November 17, 2010

GRANTORS and GRANTOR'S MAILING ADDRESS (including county):

ABELIA RIVAS,(a married woman), as her sole and separate property, whose mailing address is 18211 Sago Palm Drive, Penitas, Hidalgo County, Texas 78576.

REYNALDO RIVAS, (a single man), whose mailing address is 1916 North 25th Street, McAllen, Hidalgo County, Texas 78501.

DAVID RIVAS, (a married man), as his sole and separate property, whose mailing address is 125 Quincy Street, Muleshoe, Bailey County, Texas 79347.

BELINDA RIVAS, (a single woman), whose mailing address is 321 South 29th Street, Edinburg, Hidalgo County, Texas 78539.

HERLINDA RIVAS, (a single woman), whose mailing address is 125 Quincy Street, Muleshoe, Bailey County, Texas 79347.

GRANTEE: GILBERTO RIVAS, (a single man)
GRANTEE'S MAILING ADDRESS (including county): 4420 East Lopez Drive
Edinburg Texas 78539
Hidalgo, County

CONSIDERATION: For the love and affection Grantors has and bears unto Grantee.

PROPERTY (including any improvements):

THIRTY-ONE (31) and THIRTY-TWO (32), Country View Subdivision, City of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 19, Page 16, of the map records in the Office of the County Clerk of Hidalgo County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

SAVE AND EXCEPT: all oil, gas, and other minerals, on, in, under or that may be produced from said property.

SUBJECT TO rules, regulations, rights of way and easements in favor of water district in which said property is situated.

SUBJECT TO building restrictions and conditions of record.

SUBJECT TO all easements, rights of way, and prescriptive rights, whether of record or not; all presently recorded in instruments, other than liens and conveyance, that affect the property; and

SUBJECT TO easement for roadways, easement for utilities, and other easements and any other conditions or restrictions shown on the map or plat of said subdivision.

NO TITLE EXAMINATION WAS REQUIRED IN CONNECTION WITH THE PREPARATION OF THE DOCUMENTATION CONCERNING THE ABOVE DESCRIBED PROPERTY, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO TITLE TO THIS PROPERTY, NOR AS TO ANY TAXES DUE ON THE PROPERTY.

Grantors, for the consideration indicated above, and subject to the reservations from and the exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the property to Grantee and Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby 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, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

ABELIA RIVAS

REYNALDO RIVAS

DAVID RIVAS

BELINDA RIVAS

HERLINDA RIVAS

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 17 day of November, 2010, by ABELIA ~~RIVAS~~.

CYNTHIA C. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
APRIL 13, 2013

Notary Public, State of Texas
My commission expires: 4-13-2013

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 17 day of November 2010, by REYNALDO RIVAS.

CYNTHIA C. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
APRIL 13, 2013

Notary Public, State of Texas
My commission expires: 4-13-2013

(Acknowledgement)

STATE OF TEXAS
COUNTY OF Bailey

This instrument was acknowledged before me on the 24 day of November 2010, by DAVID RIVAS.

MARY M. LOPEZ
MY COMMISSION EXPIRES
December 29, 2011

Notary Public, State of Texas
My commission expires: 12-29-11

(Acknowledgement)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 17 day of November 2010, by BELINDA RIVAS.

CYNTHIA C. RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
APRIL 13, 2013

Notary Public, State of Texas
My commission expires: 4-13-2013

(Acknowledgement)

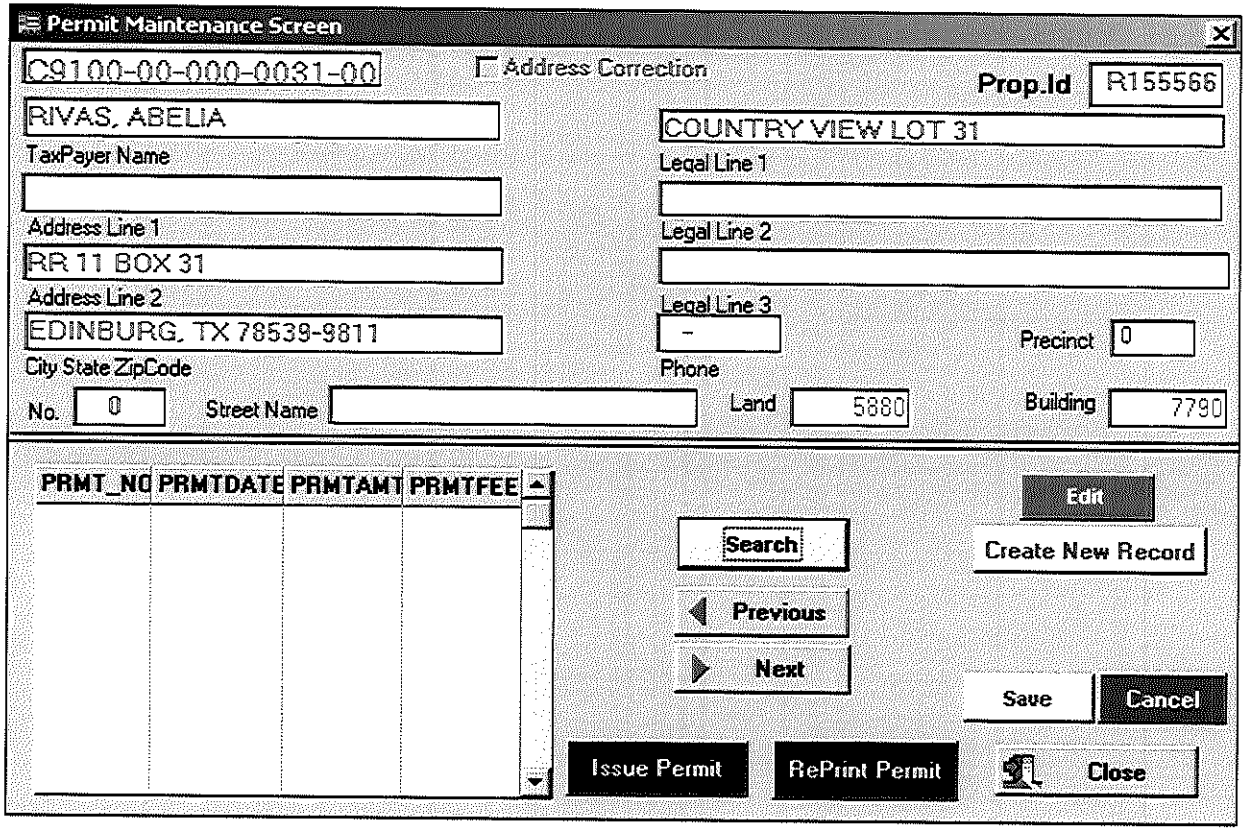
STATE OF TEXAS
COUNTY OF Bailey

This instrument was acknowledged before me on the 24 day of November 2010, by HERLINDA RIVAS.

MARY M. LOPEZ
MY COMMISSION EXPIRES
December 29, 2011

Notary Public, State of Texas
My commission expires: 12-29-11

After Recording Return to:
Mr. Gilberto Rivas
4420 E. Lopez Dr.
Edinburg Tx. 78539


Permit Maintenance Screen
C9100-00-000-0031-00
Address Correction
Prop.Id
R155566
RIVAS, ABELIA
TaxPayer Name
COUNTRY VIEW LOT 31
Legal Line 1
Address Line 1
RR 11 BOX 31
Legal Line 2
Address Line 2
EDINBURG, TX 78539-9811
City State ZipCode
Legal Line 3
-
Phone
Precinct
0
No.
0
Street Name
Land
5880
Building
7790
PRMT_NO
PRMTDATE
PRMTAMT
PRMTFEE
Edit
Search
Create New Record
Previous
Next
Save
Cancel
Issue Permit
RePrint Permit
Close

AI-39086 **Monthly Fee Reports 6. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office Checks Monthly Fee Report - May 2013

BACKGROUND

Attachments

DAHCRPT052013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:23 PM
Olga Garza	Olga Garza	06/14/2013 10:34 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Roy Cazares Started On: 06/05/2013 10:08 AM

Final Approval Date: 06/14/2013

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED May 31, 2013

MONIES RECEIVED

BEGINNING RECEIPT #	97041	ENDING RECEIPT #	97337

TOTAL RECEIPTS FOR THIS MONTH:	297
TOTAL RECEIPTS VOIDED THIS MONTH:	1

Restitution Collected This Month *PC Ch. 32.41 (e)*	$161,429.34
Court Costs Collected This Month *CCP Art. 102.0071*	16,081.75
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	13,120.82
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	4,095.00
Overpayments/Refunds for This Month	3,793.27
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$198,520.18

DISBURSEMENTS

BEGINNING CHECK #	189959	ENDING CHECK #	190195

TOTAL CHECKS FOR THIS MONTH:	237
TOTAL CHECKS VOIDED THIS MONTH:	5

Restitution Disbursed This Month	$161,510.16
Court Costs Disbursed This Month	16,081.75
Processing Fees Disbursed- County Treasurer	13,120.82
Merchant Fees Disbursed This Month	4,095.00
Refunds of Overpayments to Defendants	3,712.45
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	0.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$198,520.18

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

Rene Guerra — Hidalgo County Criminal District Attorney — 6/4/13 — Date

Lisa R. Salinas — Prepared By — 6-4-13 — Date

COPY

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

AI-39087 **Right of Way 7. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Agua Special Utility District:
1. The contractor proposes to install a 1" waterline with a 2" PVC casing and will bore 30 ft. across Iowa Rd. approximately 2030 feet north of Mile 7 Road.

BACKGROUND

Attachments

Agua

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:37 PM
Manuel Chapa	Manuel Chapa	06/07/2013 10:00 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Rebecca Gomez Started On: 06/05/2013 10:45 AM

Final Approval Date: 06/14/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 18th day of June, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:

Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

1. The contractor proposes to install a 1" waterline with a 2" PVC casing and will bore 30 ft across Iowa Rd approximately 2030 feet north of Mile 7 Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 1" PVC water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-39158 **Membership Dues 8. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept:
Requesting approval of payment for 2013 membership dues for Deputies Moises Robledo and Hugo Rodriguez to the Texas Crime Prevention Association in the amount of $30.00 each (Requistion #238175) with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Texas Crime Prevention Association is one of the largest and oldest crime prevention groups in the nation. You will have access to some of the best crime prevention training in Texas and the only Certified Crime Prevention Specialist testing in the state.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6/12/13.

Attachments

Texas Crime Prevention Assoc.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/07/2013 03:52 PM
Budget & Management	Obdett Calzada	06/11/2013 04:08 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Myra Montoya Started On: 06/07/2013 01:12 PM

Final Approval Date: 06/14/2013

TEXAS CRIME PREVENTION ASSOCIATION

2013 MEMBERSHIP APPLICATION

(Please Print)

Name Moises Robledo		☐ New Member ☐ Renewal (**ONLY** if you were a member the prior year) ☐ Life Member	**Date of Application** 10/4/13
Rank / Title Deputy Sheriff		**Agency** Hidalgo County Sheriff's Office	
Agency Address 711 E. Cibolo road	**City** Edinburg	**State** TX	**Zip** 78542
Address Where You Want to Receive TCPA Correspondence 711 E. El Cibolo road	**City** Edinburg	**State** TX	**Zip** 78542
Supervisor's Name Lt. Raul Canta		**Chief's or Sheriff's Name** Guadalupe "Lupe" Trevino	
Work Phone Number 956-383-8114	**Cell Phone Number** 956-655-0488	**Pager Number** —	
Fax Number 956-393-6149	**Home Phone Number**	**Date of Birth** 05-29-69	**TECLOSE PID #** 209066
Email Address Where You Want to Receive TCPA Correspondence moises.robledo@hidalgo so.org			
Current Work Assignment / Specialty Area Crime Stoppers Unit		Have you completed Crime Prevention Training? ☐ Yes ☑ No	
Date Joined TCPA	**CCPS Certificate Number (if applicable)**	Are you a TCLEOSE Instructor? ☐ Yes ☑ No	
Applicant's Signature Moises Robledo		Receipt of this application does not constitute membership in the Texas Crime Prevention Association or your Regional Crime Prevention Association.	

Membership Dues: $ 30.00 annually. **Please make check payable to the Texas Crime Prevention Association.** Please select one of the nine regions below. Only one region shall be checked. No credit cards or purchase orders accepted. New member dues, paid ***after*** the Summer Conference, are considered paid through December of the following year.

- ☐ Alamo Area Region
- ☐ Central Texas Region
- ☐ East Texas Region
- ☐ Far West Texas Region
- ☐ North Texas Region
- ☑ South Texas Region
- ☐ Texas Chisholm Trail Region
- ☐ Texas Gulf Coast Region
- ☐ West Texas Region

Make check payable to TCPA and mail to: TCPA Membership, 201 Santa Fe Street, Gainesville, Texas 76240-2255

For Regional Use only

Amount Received	Check No.	Date Received	Expiration Date	Member Number

Last update: July 12, 2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, MOISES ROBLEDO, do hereby state that membership in the TEXAS CRIME PREVENTION ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TEXAS CRIME PREVENTION ASSOC. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Moises Robledo DATE: 06-04-13
TITLE: DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared MOISES ROBLEDO, 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.

(SEAL) MYRA MICHELLE MONTOYA Notary Public STATE OF TEXAS My Comm. Exp. July 27, 2013

Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TEXAS CRIME PREVENTION ASSOCIATION

2013 MEMBERSHIP APPLICATION

(Please Print)

Name HUGO RODRIGUEZ		☑ New Member ☐ Renewal (**ONLY** if you were a member the prior year) ☐ Life Member	**Date of Application** 10/4/13
Rank / Title DEPUTY SHERIFF		**Agency** HIDALGO COUNTY SHERIFF'S OFFICE	
Agency Address 711 EL CIBOLO ROAD	**City** EDINBURG	**State** TX	**Zip** 78540
Address Where You Want to Receive TCPA Correspondence 711 EL CIBOLO ROAD	**City** EDINBURG	**State** TX	**Zip** 78540
Supervisor's Name LT. RAUL CANTU		**Chief's or Sheriff's Name** GUADALUPE TREVIÑO	
Work Phone Number 956-383-8114	**Cell Phone Number** N/A	**Pager Number** N/A	
Fax Number 956-393-6149	**Home Phone Number** 956-212-5621	**Date of Birth** 02-28-1978	**TECLOSE PID #** 360059
Email Address Where You Want to Receive TCPA Correspondence hugo.rodriguez@hidalgoso.org			
Current Work Assignment / Specialty Area CRIME STOPPERS		Have you completed Crime Prevention Training? ☐ Yes ☑ No	
Date Joined TCPA	**CCPS Certificate Number (if applicable)**	Are you a TCLEOSE Instructor? ☐ Yes ☑ No	
Applicant's Signature		Receipt of this application does not constitute membership in the Texas Crime Prevention Association or your Regional Crime Prevention Association.	

Membership Dues: $ 30.00 annually. **Please make check payable to the Texas Crime Prevention Association.** Please select one of the nine regions below. Only one region shall be checked. No credit cards or purchase orders accepted. New member dues, paid ***after*** the Summer Conference, are considered paid through December of the following year.

- ☐ Alamo Area Region
- ☐ Central Texas Region
- ☐ East Texas Region
- ☐ Far West Texas Region
- ☐ North Texas Region
- ☑ South Texas Region
- ☐ Texas Chisholm Trail Region
- ☐ Texas Gulf Coast Region
- ☐ West Texas Region

Make check payable to TCPA and mail to: TCPA Membership, 201 Santa Fe Street, Gainesville, Texas 76240-2255

For Regional Use only

Amount Received	Check No.	Date Received	Expiration Date	Member Number

Last update: July 12, 2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, HUGO RODRIGUEZ, do hereby state that membership in the TEXAS CRIME PREVENTION ASSOCIATION, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that TEXAS CRIME PREVENTION ASSOC. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 6-4-13
TITLE: DEPUTY SHERIFF

Before me Myra M. Montoya, a Notary Public, appeared HUGO RODRIGUEZ, 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.

(SEAL)

MYRA MICHELLE MONTOYA
Notary Public
STATE OF TEXAS
My Comm. Exp. July 27, 2013

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-39111 **Membership Dues 8. B.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Rene Guerra, Criminal District Attorney

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Approval of 2013-2014 renewal membership services fees for the Regional Organized Crime Information Center (ROCIC), Requisition#00237861 in the amount $150.00 for the Hidalgo County HIDTA Task Force, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1252-412-00-270-012-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #237861.

Attachments

2013-2014 Service fees

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 04:51 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Nelda Olivarez Started On: 06/05/2013 03:30 PM

Final Approval Date: 06/14/2013

Invoice

ROCIC
545 Marriott Drive Ste 850
Nashville, TN 37214
FED ID # 62-1046640

(800) 238-7985 x 534

Hidalgo Co. HIDTA Task Force
PO Box 5719
McAllen, TX 78502

Invoice Number: 0030176-IN

Invoice Date: 6/1/2013

Customer Number: 0005646

Billing Contact: dmunoz@stx.hidta.net

Terms: DUE JULY 1st

Item Code	Description	UM	Quantity	Price	Amount
13-14 SF FED	2013-2014 SERVICE FEE				150.00
	http://www.rocic.com/training/payment/order.aspx?v=150&i=5646-30176				

ROCIC Annual Service Fee Invoice Attached

Net Invoice:	150.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**150.00**

Please return the portion below with your payment.

Remit to:
ROCIC
545 Marriott Drive Ste 850
Nashville, TN 37214

Invoice Number: 0030176-IN

Customer Number: 0005646

Check Number _____

AI-39186 **Membership Dues 8. C.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Jaime E. Gonzalez Submitted By: Patti Loya, PUBLIC DEFENDERS

Department: PUBLIC DEFENDERS

Information

CAPTION

Public Defenders:
Requesting approval to pay membership dues to the State Bar of Texas in the amount of $470.00 (Req. #237578) for Jennifer Narvaez, Deputy Public Defender and Michael S. Parson, Public Defender II, with the authority for the County Treasurer to issue a check after review, audit, andprocessing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1282-412-30-085-004-3-xxx

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

BUDGETARY IMPACT:
Funds available as of 6/12/13.

Attachments

Inv.
Affidavits

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/11/2013 04:11 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Patti Loya Started On: 06/11/2013 11:32 AM

Final Approval Date: 06/14/2013

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31741

Reg. # 237518

Read The Important Message at Right

MS. JENNIFER ANNETTE NARVAEZ
HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE
1615 S CLOSNER BLVD STE B
EDINBURG, TX 78539-6362

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed letter from the Texas Supreme Court for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MS. JENNIFER ANNETTE NARVAEZ (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	$0.00
TOTAL RENEWAL FEES	**$235.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$385.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution..... ❑	$235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _
Credit Card Number
Expiration Date _ _ /_ _

Signature

$
Amount Authorized

0137520 24041563 0 023076 0 038500 023500

Change of Address for MS. JENNIFER ANNETTE NARVAEZ

BarCard: 24041563

Bar-related mail is currently sent to: Office

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
HIDALGO COUNTY PUBLIC DEFENDER'S OFFICE 1615 S CLOSNER BLVD STE B EDINBURG, TX 78539-6362	4605 HAVERHILL CORPUS CHRISTI, TX 78411

Company: Hidalgo County Public Defender's Office

Address 1: 100 N. Closner, 5th Floor

Address 2: Juvenile section

City/St/Zip: Edinburg, TX 78539

Work Phone: (956) 292-7040 Ext.

Fax: (956) ~~292-7049~~ 292-7786

Email Address: jennanarvaez@hotmail.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone:

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MS. JENNIFER ANNETTE NARVAEZ

1. Your primary occupation: Government Lawyer
2. Number of attorneys in your law firm: 6 to 10
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Criminal, Employment, Family, Law Practice Management, Litigation: Personal Injury, Wills / Trusts / Probate

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MS. JENNIFER ANNETTE NARVAEZ

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
None	

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

**Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.*

DUES STATEMENT

The State Bar of Texas
2013–2014 Membership Statement

31740

Read The Important Message at Right

MR. MICHAEL SHANE PARSON
1509 S 15TH AVE
EDINBURG, TX 78539-5724

!! ATTENTION !!

Access to Justice (ATJ) Contribution Option

As requested by the Supreme Court of Texas, a suggested voluntary ATJ contribution of $150 has been included in your total amount due. Please see the enclosed *letter from the Texas Supreme Court* for more information. If you wish to become a member of the Champion of Justice Society, complete side two of the enclosed Change Form by bubbling in your society membership level.

Directions For Completing Your 2013–2014 Membership Form

STEP 1: Verify Membership Statement Information!

Please review your section membership(s) and demographic information on the reverse side of this form.

STEP 2: No Changes to Payment Amounts?

If you DO NOT need to make changes to your section membership(s), verify the dollar amounts reflected on line ❷ below. Read item ❸ below regarding the Access To Justice (ATJ) contribution. Check the box on line ❹ if you wish to opt-out of the ATJ contribution. Detach the original coupon below and remit with your payment in the return envelope provided.
DO NOT COPY – SEND ORIGINAL. DO NOT STAPLE OR TAPE. ⇒ SKIP TO STEP 4 ⇐

STEP 3: Changing Your Options?

If you need to make changes to your section membership(s) or the suggested ATJ amount, complete SIDE 2 of the enclosed Change Form. You must specify all sections to which you wish to subscribe (**including those you may already have and wish to keep**). Next, bubble in your Access to Justice (ATJ) contribution in the box provided. Total your new charges at the bottom of the Change Form and remit with payment in the envelope provided. DO NOT SEND BACK ANY PORTION OF THIS FORM UNLESS YOU HAVE UPDATES TO YOUR MEMBERSHIP INFORMATION ON THE REVERSE SIDE OF THIS FORM – SEND ONLY THE CHANGE FORM AND YOUR PAYMENT.

STEP 4: Updating Your Demographic Information?

If you need to make changes to your demographic information, complete SIDE 1 of the enclosed Change Form and RETURN IT IN THE ENCLOSED ENVELOPE ALONG WITH THE APPROPRIATE PAYMENT FORM COMPLETED FOR EITHER STEP 2 OR 3.

Detach Here

ALL PAYMENTS ARE DUE JUNE 1, 2013. (Penalty of 50% applies to membership dues RECEIVED after Aug. 31, 2013 or 100% after Nov. 30, 2013.)

Totals for MR. MICHAEL SHANE PARSON (2013-2014)

DUE BY JUNE 1, 2013	
❶ **Required State Bar Dues for Fiscal 2013–2014**	$235.00
❷ Optional Section Membership Renewals	~~$25.00~~
TOTAL RENEWAL FEES	**$260.00**
❸ **Voluntary Access To Justice (ATJ) Contribution:** (This voluntary tax-deductible donation will support civil legal services to the poor through local programs funded by the Texas Access to Justice Foundation and the Texas Bar Foundation. See enclosed letter from the Texas Supreme Court.)	$150.00
❹ **Total State Bar Payment:**	
Total Renewal Fees with ATJ contribution.....	**$410.00**
Check box if you do not wish to make an ATJ contribution: Total Renewal Fees without ATJ contribution.....	❑ ~~$260.00~~ $235.00

❑ **I certify that if I am not in IOLTA compliance, I will update my status at www.teajf.org.**

Please do not write below this line.

MSP

Remit payment in the envelope provided.
See reverse for mailing address.
Make your check payable to:
Clerk, Supreme Court

OR to pay by credit card fill out the information below:

❑ Visa ❑ MasterCard

_ _ _ _ /_ _ _ _ /_ _ _ _ /_ _ _ _

Credit Card Number

Expiration Date _ _ /_ _

Signature

$

Amount Authorized

0137611 24041654 0 023169 0 041000 026000

Change of Address for MR. MICHAEL SHANE PARSON

BarCard: 24041654

Bar-related mail is currently sent to: Home

Check here if you wish to change the preferred address that your mail is currently sent to. ☐

Office Mailing Address	Home Mailing Address
1509 S. 15TH AVE. EDINBURG, TX 78539	1509 S 15TH AVE EDINBURG, TX 78539-5724

Company

Address 1

Address 2

City/St/Zip

Work Phone: (956) 289-0625 Ext.

Fax: (956) 380-1695

Email Address: mikeparson@gmail.com

You have requested the State Bar to NOT disclose your personal information* to the public.

Home Phone: (956) 380-1725

Pursuant to Supreme Court Order, effective Oct. 6, 2008, members are mandated to notify the Bar of any change in their registered contact information within 30 days of such change. See Art. III Sec. 2A, State Bar Rules. *If you prefer to provide the above information online via our website, go to the Bar's homepage at www.texasbar.com. Select "My Bar Page" and login using your Bar Number and PIN or password. Select "Update My Profile" to edit your Contact Information.*

Detach Here

Demographic Information for MR. MICHAEL SHANE PARSON

1. Your primary occupation: Private Practice Lawyer
2. Number of attorneys in your law firm: 1 (Solo)
3. Areas of Practice used to notify you regarding upcoming TexasBarCLE activities:

Payments mailed by Aug. 31 send to: State Bar of Texas, PO Box 149335, Austin, TX 78714-9335. Payments mailed after Aug. 31 send to: State Bar of Texas, Membership Dept., PO Box 12487, Austin, TX 78711-2487.

Membership Options for MR. MICHAEL SHANE PARSON

4. Current State Bar section memberships that you may wish to renew:

Section Name	Annual Dues
Juvenile Law	$25.00

$6.00 already included in the amount of your membership dues goes toward funding the Bar Journal.

Texas Government Code Section 552.1176 allows members of the State Bar of Texas to restrict public access to certain personal information. This includes: home address, home telephone, electronic email address, social security number and date of birth.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Michael Parson, do hereby state that membership in the State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Michael S. P DATE: 6/3/2013
TITLE: Public Defender II

Before me Patricia G. Loya, a Notary Public, appeared Michael S. Parson 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.

(SEAL) PATRICIA G LOYA Notary Public STATE OF TEXAS My Comm. Exp. 03-26-2016

Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Jennifer Annette Narvaez, do hereby state that membership in the The State Bar of Texas, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

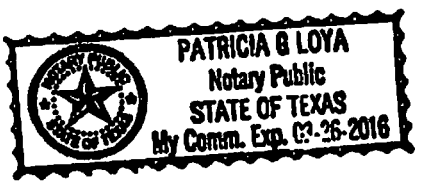
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that The State Bar of Texas is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/28/2013
TITLE: Deputy Public Defender

Before me Patricia G. Loya, a Notary Public, appeared Jennifer Annette Narvaez 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.

(SEAL)



Patricia G. Loya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-39026 **Urban County 9. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Mary Flores Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to renew 2013-2014 membership dues in the amount of $1,545.00 to the National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2013 through June 30, 2014).

BACKGROUND

The National Community Development Association(NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Attachments

Affidavit for Payment

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/31/2013 11:32 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mary Flores Started On: 05/31/2013 08:44 AM

Final Approval Date: 06/14/2013

TO THE COUNTY AUDITOR

AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, 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 related to County Government. **This organization advocates for federal funding to Entitlement Communities.**
4. The association or organization may provide information for a member of the legislature to appear before a legislative 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: Diana R Serna Date: 5-31-13

TITLE: DIRECTOR

Before me Maria E. Flores, a Notary Public, appeared DIANA R. SERNA, 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 STATE OF TEXAS
MARIA E FLORES
My Commission Expires
June 18, 2016

Maria E. Flores
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Funding Year 2012
Acct # 5012-99-2101-6501-P9900

Authority To Obtain Affidavit: LGC§ 113.064(b)
Authority to Pay Membership Dues: LGC§ 89.002

Renewal Invoice

NCDA Membership

National Community Development Association

522 21st Street, N.W. * Suite 120 * Washington, D.C. 20006
Phone: 202-293-7587 * Fax: 202-887-5546

Ms. Diana R. Serna
Director, Urban County Program
County of Hidalgo
3304 West Alberta Road
Pharr, Texas 78539

Invoice Date	Invoice Number	Purchase Order Number	
May 20, 2013	MEMB-2013-2014-644		
Membership dues covering the period July 1, 2012 through June 30, 2013			Cost $1545.00

Please make checks payable to National Community Development Association

AI-39082 **Urban County 9. B.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Mary Flores Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to renew 2013-2014 membership dues in the amount of $50.00 to the National Community Development Association, Region VI for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2013 through June 30, 2014).

BACKGROUND

The National Community Development Association(NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/05/2013 01:21 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Mary Flores Started On: 06/04/2013 03:47 PM

Final Approval Date: 06/14/2013

TO THE COUNTY AUDITOR

AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, 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 related to County Government. **This organization advocates for federal funding to Entitlement Communities.**
4. The association or organization may provide information for a member of the legislature to appear before a legislative 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: Diana R Serna Date: 6-4-13

TITLE: DIRECTOR

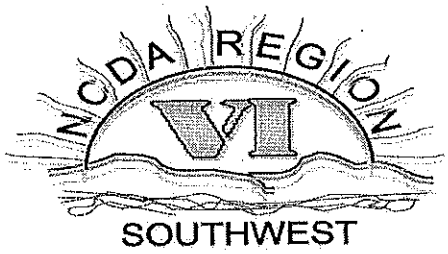
Before me Maria C. Flores a Notary Public, appeared DIANA R. SERNA, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

NOTARY PUBLIC
STATE OF TEXAS
MARIA E FLORES
My Commission Expires
June 18, 2016

Maria C. Flores
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Funding Year 2012
Acct # 5012-99-2101-6501-P9900

Authority To Obtain Affidavit: LGC§ 113.064(b)
Authority to Pay Membership Dues: LGC§ 89.002



National Community Development Association Region VI- Southwest
2013-2014 Membership Registration

NCDA Region VI represents local governments in a five state area (Texas, Oklahoma, New Mexico, Louisiana and Arkansas) that are striving for the necessary knowledge and skills for more effective community development. We are part of the National Community Development Association, a national non-profit that serves as a clearing house of ideas for local government officials and federal policy-makers on issues effecting America's communities.

My organization wishes to become a new member of NCDA REGION VI ____ $50.00

My organization wishes to renew our membership X___ $50.00
(Only one membership per unit of local government)

Name of Organization: Hidalgo Urban County Program

Name of Organization Executive Director or Representative: Diana R. Serna

Mailing Address: 3304 W. Alberta Road, Edinburg, TX 78539

Telephone: 956-787-8127 Fax: 956-318-2988

Email: diana.serna@ucp.co.hidalgo.tx.us

Please submit this registration form with a check made out to NCDA Region VI-Southwest ($50.00). Registration will be for July 1, 2013 through June 30, 2014.

Please remit dues NO LATER THAN OCTOBER 1, 2013 to:

Christina Day, AICP

Community Services Manager

1520 K Avenue, Suite 250

Plano, Texas 75074

Phone: 972.941.5262 **Email: chrisd@plano.gov**

All membership dues are used to support NCDA Region VI-Southwest Association annual conference, account support, publications, training, scholarships, and support of the National Association.

JOIN NOW TO ENSURE THAT YOUR COMMUNITY RECEIVES NCDA'S FUTURE MAILINGS!

AI-39134 **County Treasurer 10. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of the Hidalgo County Monthly Investment Report for the month of January 2013, February 2013 and March 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

January2013

February2013

March2013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/06/2013 04:22 PM
Obdett Calzada	Obdett Calzada	06/12/2013 03:20 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Fred Zamarripa Started On: 06/05/2013 05:46 PM

Final Approval Date: 06/14/2013

County of Hidalgo, Texas
Monthly Investment Report
For the month ending January 31, 2013

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending January 31, 2013 - **$ 31,039.89**

January	31,039.89
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	31,039.89

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending January 31, 2013

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	121,000,000.00	121,031,655.81
	Special Revenue	22,350,000.00	22,352,271.86
	Debt Service	5,757,100.00	5,757,981.89
	Capital Projects	18,400,000.00	18,402,661.88
	Proprietary	5,785,000.00	5,785,903.89
	Tax Office	2,329,119.83	2,329,267.27
Total Ending Values		175,621,219.83	175,659,742.60
Beginning Values			
	General	77,500,000.00	77,529,619.89
	Special Revenue	18,400,000.00	18,403,281.75
	Debt Service	5,457,100.00	5,458,073.28
	Capital Projects	21,400,000.00	21,403,816.82
	Proprietary	5,785,000.00	5,786,031.79
	Tax Office	2,393,027.08	2,393,253.39
Total Beginning Values		130,935,127.08	130,974,076.92
Change in Values			
	General	43,500,000.00	43,502,035.92
	Special Revenue	3,950,000.00	3,948,990.11
	Debt Service	300,000.00	299,908.61
	Capital Projects	(3,000,000.00)	(3,001,154.94)
	Proprietary	-	(127.90)
	Tax Office	(63,907.25)	(63,986.12)
Total Change in Values		44,686,092.75	44,685,665.68

Weighted Average Maturity in Days	152.03
Interest Income Earned this Month	31,039.89
Overall Yield of Portfolio	0.34%
Interest Received this Month	91,538.94
Accrued Interest at the End of Month	38,522.77

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending January 31, 2013

01/31/13

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*					
Pool	Capital Project	---	76200604	01/03/13	02/01/13	29	29	1	18,400,000.00	18,400,000.00	0.18%	2,661.88	2,662.15	18,400,000.00	18,402,661.88	Texas CLASS
Pool	Debt Services	---	75118900	08/23/12	02/13/13	174	162	13	4,604,000.00	59,852,000.00	0.18%	718.37	4,027.43	4,604,000.00	4,604,718.37	Texas CLASS
Pool	Debt Services	---	75210379	09/04/12	02/13/13	162	150	13	431,600.00	5,610,800.00	0.18%	67.35	351.51	431,600.00	431,667.35	Texas CLASS
Pool	Debt Services	---	75736281	11/05/12	02/13/13	100	88	13	421,500.00	5,479,500.00	0.18%	65.66	211.90	421,500.00	421,565.66	Texas CLASS
Pool	Debt Services	---	76246477	01/10/13	02/01/13	22	22	1	300,000.00	300,000.00	0.18%	30.51	31.95	300,000.00	300,030.51	Texas CLASS
Pool	General Fund	1100	76288876	01/16/13	02/01/13	16	16	1	56,000,000.00	56,000,000.00	0.17%	4,265.40	4,266.43	56,000,000.00	56,004,265.40	Texas CLASS
CD	General Fund	1100	45209860	11/21/12	11/20/13	364	72	293	10,000,000.00	2,930,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209861	11/21/12	11/20/13	364	72	293	10,000,000.00	2,930,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209862	11/21/12	11/20/13	364	72	293	10,000,000.00	2,930,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209863	11/21/12	11/20/13	364	72	293	10,000,000.00	2,930,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209868	11/21/12	11/20/13	364	72	293	5,000,000.00	1,465,000,000.00	0.45%	1,910.96	22,438.36	5,000,000.00	5,001,910.96	Lone Star National
CD	General Fund	1100	45209864	11/21/12	11/20/14	729	72	658	5,000,000.00	3,290,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209865	11/21/12	11/20/14	729	72	658	5,000,000.00	3,290,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209866	11/21/12	11/20/14	729	72	658	5,000,000.00	3,290,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209867	11/21/12	11/20/14	729	72	658	5,000,000.00	3,290,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
Pool	Motor Vehicle	1100	76235672	01/08/13	02/06/13	29	24	6	585,416.27	3,512,497.62	0.18%	65.67	83.72	585,416.27	585,481.94	Texas CLASS
Pool	Motor Vehicle	1100	76287150	01/15/13	02/13/13	29	17	13	711,486.76	9,249,327.88	0.18%	54.16	101.75	711,486.76	711,540.92	Texas CLASS
Pool	Motor Vehicle	1100	76335451	01/22/13	02/20/13	29	10	20	550,872.04	11,017,440.80	0.18%	23.13	78.78	550,872.04	550,895.17	Texas CLASS
Pool	Motor Vehicle	1100	76380467	01/29/13	02/27/13	29	3	27	481,344.76	12,996,308.52	0.18%	4.48	68.84	481,344.76	481,349.24	Texas CLASS
Pool	Proprietary	---	73417635	01/19/12	02/26/13	404	379	26	5,785,000.00	150,410,000.00	0.18%	903.89	11,525.62	5,785,000.00	5,785,903.89	Texas CLASS
Pool	Special Revenue	---	76266247	01/11/13	02/01/13	21	21	1	22,350,000.00	22,350,000.00	0.18%	2,271.86	2,272.17	22,350,000.00	22,352,271.86	Texas CLASS
	TOTALS								175,621,219.83	26,700,177,874.82		38,522.77	467,298.71	175,621,219.83	175,659,742.60	

* (Average) with pools, investment rates change daily
--- indicates more than one account number for that fund

Avg. yield	WAM
0.34%	152.03

County of Hidalgo, Texas
Monthly Investment Report
For the month ending February 28, 2013

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending February 28, 2013 - **$ 43,090.10**

January	31,039.89
February	43,090.10
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	74,129.99

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending February 28, 2013

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	166,000,000.00	166,036,049.56
	Special Revenue	22,350,000.00	22,352,875.51
	Debt Service	300,000.00	300,038.68
	Capital Projects	18,400,000.00	18,402,367.35
	Proprietary	-	-
	Tax Office	5,002,528.89	5,002,870.07
Total Ending Values		212,052,528.89	212,094,201.17
Beginning Values			
	General	121,000,000.00	121,031,655.81
	Special Revenue	22,350,000.00	22,352,271.86
	Debt Service	5,757,100.00	5,757,981.89
	Capital Projects	18,400,000.00	18,402,661.88
	Proprietary	5,785,000.00	5,785,903.89
	Tax Office	2,329,119.83	2,329,267.27
Total Beginning Values		175,621,219.83	175,659,742.60
Change in Values			
	General	45,000,000.00	45,004,393.75
	Special Revenue	-	603.65
	Debt Service	(5,457,100.00)	(5,457,943.21)
	Capital Projects	-	(294.53)
	Proprietary	(5,785,000.00)	(5,785,903.89)
	Tax Office	2,673,409.06	2,673,602.80
Total Change in Values		36,431,309.06	36,434,458.57

Weighted Average Maturity in Days	116.57
Interest Income Earned this Month	43,090.10
Overall Yield of Portfolio	0.33%
Interest Received this Month	20,059.20
Accrued Interest at the End of Month	41,672.28

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending February 28, 2013

02/28/13

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate *	Accrued Int in mth	Yield	Book Value	Market Value	Institution
Pool	Capital Project	- - -	76200604	01/03/13	03/01/13	57	57	1	18,400,000.00	18,400,000.00	0.17%	2,367.35	4,884.82	18,400,000.00	18,402,367.35	Texas CLASS
Pool	Debt Services	- - -	76246477	01/10/13	03/01/13	50	50	1	300,000.00	300,000.00	0.17%	38.68	69.86	300,000.00	300,038.68	Texas CLASS
Pool	General Fund	1100	76288876	01/16/13	03/01/13	44	44	1	56,000,000.00	56,000,000.00	0.17%	7,204.68	11,476.16	56,000,000.00	56,007,204.68	Texas CLASS
Pool	General Fund	1100	76433906	02/06/13	03/01/13	23	23	1	20,000,000.00	20,000,000.00	0.17%	2,019.35	2,142.47	20,000,000.00	20,002,019.35	Texas CLASS
Pool	General (Tax Off)	1100	76463712	02/08/13	03/01/13	21	21	1	2,000,000.00	2,000,000.00	0.17%	166.81	195.62	2,000,000.00	2,000,166.81	Texas CLASS
Pool	General Fund	1100	76468300	02/11/13	03/01/13	18	18	1	25,000,000.00	25,000,000.00	0.17%	2,085.80	2,095.89	25,000,000.00	25,002,085.80	Texas CLASS
CD	General Fund	1100	45209860	11/21/12	11/20/13	364	100	265	10,000,000.00	2,650,000,000.00	0.45%	3,452.05	44,876.71	10,000,000.00	10,003,452.05	Lone Star National
CD	General Fund	1100	45209861	11/21/12	11/20/13	364	100	265	10,000,000.00	2,650,000,000.00	0.45%	3,452.05	44,876.71	10,000,000.00	10,003,452.05	Lone Star National
CD	General Fund	1100	45209862	11/21/12	11/20/13	364	100	265	10,000,000.00	2,650,000,000.00	0.45%	3,452.05	44,876.71	10,000,000.00	10,003,452.05	Lone Star National
CD	General Fund	1100	45209863	11/21/12	11/20/13	364	100	265	10,000,000.00	2,650,000,000.00	0.45%	3,452.05	44,876.71	10,000,000.00	10,003,452.05	Lone Star National
CD	General Fund	1100	45209868	11/21/12	11/20/13	364	100	265	5,000,000.00	1,325,000,000.00	0.45%	1,726.03	22,438.36	5,000,000.00	5,001,726.03	Lone Star National
CD	General Fund	1100	45209864	11/21/12	11/20/14	729	100	630	5,000,000.00	3,150,000,000.00	0.60%	2,301.37	59,917.81	5,000,000.00	5,002,301.37	Lone Star National
CD	General Fund	1100	45209865	11/21/12	11/20/14	729	100	630	5,000,000.00	3,150,000,000.00	0.60%	2,301.37	59,917.81	5,000,000.00	5,002,301.37	Lone Star National
CD	General Fund	1100	45209866	11/21/12	11/20/14	729	100	630	5,000,000.00	3,150,000,000.00	0.60%	2,301.37	59,917.81	5,000,000.00	5,002,301.37	Lone Star National
CD	General Fund	1100	45209867	11/21/12	11/20/14	729	100	630	5,000,000.00	3,150,000,000.00	0.60%	2,301.37	59,917.81	5,000,000.00	5,002,301.37	Lone Star National
Pool	Motor Vehicle	1100	76433915	02/06/13	03/06/13	28	23	6	727,031.09	4,362,186.54	0.17%	73.47	94.81	727,031.09	727,104.56	Texas CLASS
Pool	Motor Vehicle	1100	76480508	02/12/13	03/13/13	29	17	13	857,122.43	11,142,591.59	0.17%	64.04	115.77	857,122.43	857,186.47	Texas CLASS
Pool	Motor Vehicle	1100	76529145	02/19/13	03/20/13	29	10	20	679,091.75	13,581,835.00	0.17%	29.67	91.72	679,091.75	679,121.42	Texas CLASS
Pool	Motor Vehicle	1100	76579219	02/26/13	03/27/13	29	3	27	739,283.62	19,960,657.74	0.17%	7.19	99.85	739,283.62	739,290.81	Texas CLASS
Pool	Special Revenue	- - -	76266247	01/11/13	03/01/13	49	49	1	22,350,000.00	22,350,000.00	0.17%	2,875.51	5,100.70	22,350,000.00	22,352,875.51	Texas CLASS
	TOTALS								212,052,528.89	24,718,097,270.87		41,672.28	467,984.12	212,052,528.89	212,094,201.17	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield
0.33%

WAM
116.57

County of Hidalgo, Texas
Monthly Investment Report
For the month ending March 31, 2013

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with First National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending March 31, 2013 - **$ 50,160.10**

January	31,039.89
February	43,090.10
March	50,160.10
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	124,290.09

Norma G. Garcia

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending March 31, 2013

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	166,000,000.00	166,042,116.17
	Special Revenue	22,350,000.00	22,353,258.76
	Debt Service	8,943,000.00	8,943,889.23
	Capital Projects	18,400,000.00	18,402,682.94
	Proprietary	4,000,000.00	4,000,391.23
	Tax Office	6,361,423.30	6,362,026.61
Total Ending Values		226,054,423.30	226,104,364.94
Beginning Values			
	General	166,000,000.00	166,036,049.56
	Special Revenue	22,350,000.00	22,352,875.51
	Debt Service	300,000.00	300,038.68
	Capital Projects	18,400,000.00	18,402,367.35
	Proprietary	-	-
	Tax Office	5,002,528.89	5,002,870.07
Total Beginning Values		212,052,528.89	212,094,201.17
Change in Values			
	General	-	6,066.61
	Special Revenue	-	383.25
	Debt Service	8,643,000.00	8,643,850.55
	Capital Projects	-	315.59
	Proprietary	4,000,000.00	4,000,391.23
	Tax Office	1,358,894.41	1,359,156.54
Total Change in Values		14,001,894.41	14,010,163.77

Weighted Average Maturity in Days	100.52
Interest Income Earned this Month	50,160.10
Overall Yield of Portfolio	0.31%
Interest Received this Month	704.65
Accrued Interest at the End of Month	49,941.64

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending March 31, 2013

03/31/13

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*					
Pool	Capital Project	---	76200604	01/03/13	04/01/13	88	88	1	18,400,000.00	18,400,000.00	0.17%	2,682.94	7,541.48	18,400,000.00	18,402,682.94	Texas CLASS
Pool	Debt Services	---	76246477	01/10/13	04/01/13	81	81	1	300,000.00	300,000.00	0.17%	43.77	113.18	300,000.00	300,043.77	Texas CLASS
Pool	Debt Services	---	76661159	03/08/13	04/01/13	24	24	1	8,643,000.00	8,643,000.00	0.17%	845.46	966.12	8,643,000.00	8,643,845.46	Texas CLASS
Pool	General Fund	1100	76288876	01/16/13	04/01/13	75	75	1	56,000,000.00	56,000,000.00	0.17%	8,165.26	19,561.64	56,000,000.00	56,008,165.26	Texas CLASS
Pool	General Fund	1100	76433906	02/06/13	04/01/13	54	54	1	20,000,000.00	20,000,000.00	0.17%	2,915.81	5,030.14	20,000,000.00	20,002,915.81	Texas CLASS
Pool	General (Tax Off)	1100	76463712	02/08/13	04/01/13	52	52	1	2,000,000.00	2,000,000.00	0.17%	291.03	484.38	2,000,000.00	2,000,291.03	Texas CLASS
Pool	General Fund	1100	76468300	02/11/13	04/01/13	49	49	1	25,000,000.00	25,000,000.00	0.17%	3,644.69	5,705.48	25,000,000.00	25,003,644.69	Texas CLASS
CD	General Fund	1100	45209860	11/21/12	11/20/13	364	131	234	10,000,000.00	2,340,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209861	11/21/12	11/20/13	364	131	234	10,000,000.00	2,340,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209862	11/21/12	11/20/13	364	131	234	10,000,000.00	2,340,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209863	11/21/12	11/20/13	364	131	234	10,000,000.00	2,340,000,000.00	0.45%	3,821.92	44,876.71	10,000,000.00	10,003,821.92	Lone Star National
CD	General Fund	1100	45209868	11/21/12	11/20/13	364	131	234	5,000,000.00	1,170,000,000.00	0.45%	1,910.96	22,438.36	5,000,000.00	5,001,910.96	Lone Star National
CD	General Fund	1100	45209864	11/21/12	11/20/14	729	131	599	5,000,000.00	2,995,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209865	11/21/12	11/20/14	729	131	599	5,000,000.00	2,995,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209866	11/21/12	11/20/14	729	131	599	5,000,000.00	2,995,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
CD	General Fund	1100	45209867	11/21/12	11/20/14	729	131	599	5,000,000.00	2,995,000,000.00	0.60%	2,547.95	59,917.81	5,000,000.00	5,002,547.95	Lone Star National
Pool	Motor Vehicle	1100	76624953	03/05/13	04/03/13	29	27	3	1,225,221.39	3,675,664.17	0.17%	148.53	165.49	1,225,221.39	1,225,369.92	Texas CLASS
Pool	Motor Vehicle	1100	76679668	03/13/13	04/10/13	28	19	10	1,133,295.78	11,332,957.80	0.17%	95.04	147.79	1,133,295.78	1,133,390.82	Texas CLASS
Pool	Motor Vehicle	1100	76727993	03/20/13	04/17/13	28	12	17	963,956.65	16,387,263.05	0.17%	49.35	125.71	963,956.65	964,006.00	Texas CLASS
Pool	Motor Vehicle	1100	76775287	03/27/13	04/24/13	28	5	24	1,038,949.48	24,934,787.52	0.17%	19.36	135.49	1,038,949.48	1,038,968.84	Texas CLASS
Pool	Proprietary	2202	76661160	03/08/13	04/01/13	24	24	1	4,000,000.00	4,000,000.00	0.17%	391.23	447.12	4,000,000.00	4,000,391.23	Texas CLASS
Pool	Special Revenue	---	76266247	01/11/13	04/01/13	80	80	1	22,350,000.00	22,350,000.00	0.17%	3,258.76	8,327.67	22,350,000.00	22,353,258.76	Texas CLASS
	TOTALS								226,054,423.30	22,723,023,672.54		49,941.64	490,368.14	226,054,423.30	226,104,364.94	

* (Average) with pools, investment rates change daily
--- indicates more than one account number for that fund

Avg. yield
0.31%

WAM
100.52

AI-39193 **Auditor's Office 11. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Discussion, consideration and approval to process the City of Penitas 2011-2012 TIRZ payment, in the amount of $55,100.75 pursuant to the interlocal agreement between the City of Penitas, Hidalgo County, and the Tax Increment Reinvestment Zone No. 1, City of Penitas.

2. Discussion, consideration and approval to process the City of Alton 2012-2013 TIRZ payment, in the amount of $33,492.47 pursuant to the interlocal agreement between the City of Alton, Hidalgo County, and the Tax Increment Reinvestment Zone No. 1, City of Alton.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-311-11-000-000-0-000

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

City of Penitas

City of Alton

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/12/2013 09:49 AM
Manuel Chapa	Manuel Chapa	06/14/2013 03:29 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Maria Medina Started On: 06/12/2013 08:14 AM

Final Approval Date: 06/14/2013

RECEIVED

MAR 3 0 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

AMENDMENT

TO

INTERLOCAL AGREEMENT

AMONG

THE CITY OF PENITAS, TEXAS,

HIDALGO COUNTY, TEXAS,

AND

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

This amendment (the "Amendment") is made by and among the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, Texas, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS,** a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors) and amends that certain Interlocal Agreement among the City, the County and the Zone (the "Agreement").

WITNESSETH:

WHEREAS, on November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan; and

WHEREAS, on February 14, 2005, the County originally determined to enter into the Interlocal Agreement but such Interlocal Agreement was not entered into and on October 14, 2008, the County determined to enter into the Interlocal Agreement subject to completion of certain legal and audit review of the Interlocal Agreement; and,

WHEREAS, such review raised concerns about the interaction of Article III and certain other parts of the Interlocal Agreement particularly with respect to the applicable rate of participation by the County ; and

WHEREAS, following such review and discussions of concerns about the effect of Article III of the Interlocal Agreement, on March 3, 2009, the County entered into the Interlocal Agreement with the acknowledgment from the City and the Zone that Article III of the Interlocal Agreement controls any provisions to the contrary, whether in the Interlocal Agreement's exhibits or otherwise, concerning any higher rate of participation by the County; and

WHEREAS, it is in the best interests of the parties to clarify the Interlocal Agreement to confirm the applicable rate of participation by the County.

NOW, THEREFORE, the City, the County and the Zone, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged do hereby contract, covenant and agree as follows:

1. **Definitions.** All terms defined in the Interlocal Agreement and used herein shall have the meaning set forth therein unless otherwise defined herein.

2. **Tax Increment Participation by County.** Notwithstanding any provision to the contrary in the Interlocal Agreement, including the Project Plan and other exhibits thereto, or any other document or agreement, the parties agree that for the purpose of calculating the County's contribution into the Tax Increment Fund, Article III of the Interlocal Agreement shall control over any higher tax rate or calculation.

3. **Commissioners Court Authorization.** This Amendment was authorized by Order of the Commissioners Court dated the 3rd day of March, 2009, authorizing the County Judge to execute this Amendment on behalf of the County.

4. **Severability.** In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained. In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in the Interlocal Agreement as amended hereby.

5. **Applicable Law.** This Amendment shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

6. **Ratification of Interlocal Agreement.** The Interlocal Agreement, as amended hereby, is ratified and confirmed.

EXECUTED IN DUPLICATE ORIGINALS and made effective as of this 3rd day of March, 2009.

CITY OF PENITAS, TEXAS

Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

_____
City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

Arturo Guajardo, Jr.
County Clerk
Date: _____

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

By: _____
Name: Stephen L. Crain
Date: 3-3-09

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By: _____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Final version as of 101208

RECEIVED
MAR 30 2009
HIDALGO COUNTY
AUDITOR'S OFFICE

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the **CITY OF PENITAS, TEXAS** ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in Hidalgo County, acting by and through its governing body, the City Commission; **HIDALGO COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Hidalgo County Commissioners Court ("County"); and **REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS** (the "Zone"), a reinvestment zone created by the City pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code.

The City, the County and the Zone hereby agree to the following terms and conditions of this Agreement.

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Zone.

"Captured Appraised Value" means the captured appraised value of the Zone, as defined by Chapter 311, Texas Tax Code.

"City" means the City of Penitas, Texas, and its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City

Attorney on the signature page of this Agreement.

"County" means Hidalgo County, Texas, and its successors and assigns.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Zone pursuant to Subsections A and B of Section III of this Agreement.

"Project" means the development of property within the boundary of the reinvestment zone, and as described in the Preliminary Project Plan.

"Project Plan" means the project plan and reinvestment zone financing plan for the Zone, a true and correct copy of which is attached to this Agreement as **Exhibit 2,** and such amendments and revisions to such plan as may be adopted by the board of directors of the Zone and approved by the City Council of the City.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Zone.

"TIRZ Obligation" means any financial obligation of the TIRZ related to the implementation of the Project Plan, as amended, including reimbursement agreements with developers within the Zone.

"Zone" means Reinvestment Zone Number One, City of **Penitas**, Texas, created by the City on November 3, 2004, by Ordinance No. 2004-05, a true and correct copy of said ordinance is attached to this Agreement as **Exhibit 1**, which ordinance was amended by the City on

February 11, 2005, by Ordinance No.2005-01, a true and correct copy of which is attached to this agreement as **Exhibit 3.**

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

II. BACKGROUND

On November 3, 2004, the City created the Zone by adoption of City Ordinance No. 2004-05, for the purposes of development and redevelopment of the property within the Zone pursuant to the Project Plan. The City has agreed to participate in the Zone by contributing tax increments produced in the Zone to the Tax Increment Fund. The County desires to participate in the Zone, beginning with the 2005 tax year, in consideration for the agreements set forth below. The parties now desire to enter into an interlocal agreement pursuant to Section 311.013(f) of the Texas Tax Code.

III. OBLIGATIONS OF COUNTY

A. Tax Increment Participation.

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Zone by contributing to the Tax Increment Fund during the term of this Agreement equal to the tax increment with respect to the Captured Appraised Value in the Zone attributable to the County based on 95% of the lesser of (i) $0.5095 per $100 of taxable valuation, or (ii) the actual

Maintenance and Operations ad valorem tax rate levied by the County for the applicable tax year.

B. County Tax Increment Limitation

The County is not obligated to pay the County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, the County has no duty or obligation to pay the County Tax Increment Participation from any other County taxes or revenues, or until the County Tax Increment Participation in the Zone is actually collected. The obligation to pay the County Tax Increment Participation accrues as taxes representing the County Tax Increment Participation are collected by the County, and payment with respect to all taxes collected as of January 31, shall be due 90 days after the delinquency date for such taxes in accordance with Section 311.013(c) of the Texas Tax Code (as of the date hereof, the delinquency date is February 1) for each year the-County participates in the Zone, it being agreed by the parties that the first payment shall be due May 1, 2009 and shall include the tax increment collected by the County beginning with tax year 2005 with no penalty or interest due with respect to any payments for tax years 2005, 2006 and 2007 made on or before May 1, 2009 because this Agreement had not been executed in time for such payment or any portion thereof to have been due at any earlier time. Any portion of the taxes representing the County Tax Increment Participation that are paid to the County and subsequently refunded pursuant to the provision of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. Taxes

remaining delinquent for five years shall be considered uncollectible and any taxes thereafter collected by the County shall not be deemed part of the County Tax Increment Participation.

Further, as provided in Section 311.013(d), Texas Tax Code, the County is not required to pay a tax increment into the tax increment fund of the zone after three years from the date the zone is created unless the following conditions exist or have been met within the three year period: (1) bonds have been issued for the zone under Section 311.015, Texas Tax Code; (2) the municipality has acquired property in the zone pursuant to the Project Plan; or (3) construction of improvements pursuant to the Project Plan has begun in the zone. The Zone represents to the other parties that construction pursuant to the Project Plan commenced within three years of creation of the Zone.

C. Expansion of the Zone.

The obligation of the County to participate in the Zone is limited to the area described in the Project Plan. The County's participation does not extend to the tax increment on any additional property added to the Zone unless the County specifically agrees to participate in the additional area.

D. Board of Directors

Notwithstanding anything to the contrary in City's Ordinance creating the Zone, pursuant to the provisions of Section 311.009(a), Texas Tax Code, the County shall have the unequivocal right to appoint and thereafter at all times maintain one (1) member on the Board of Directors of

the Zone. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. The County will make best faith efforts to appoint and maintain a person to serve on the Board of Directors. The County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the Zone as the County may desire.

IV. OBLIGATIONS OF THE CITY AND THE ZONE

A. Project Plan

Any member of the County Commissioners Court may review and comment upon any amendment to the Project Plan prior to its approval by the City Commission. The City agrees to provide the County Judge and the County Auditor with any proposed amendments to the Project Plan at least thirty (30) days prior to their submission to the City Commission for approval. The City agrees to work with the Zone Board of Directors to implement the Project Plan.

The City and the Zone agree to comply with the Project Plan. The City agrees to provide prior written notice to the County of any proposed amendments to the Project Plan. The County shall have a period of 30 business days from the date of receipt of such notice of a proposed change to provide comments and objections to the proposed change. If the County timely provides written notice to the City that it objects to the proposed change, and (i) the change materially alters the Project Plan (which may include previously approved amendments) in its form

prior to the proposed amendment (the "Project Plan Prior to Proposed Amendment"); (ii) the objection, as set out in the notice, is not resolved within 45 business days from the date of the City's receipt of the County's notice; and (iii) the City approves such change notwithstanding the County's objection, then the County may thereafter discontinue its Tax Increment Payments and terminate its participation in the Zone; *provided that* the County's discontinuation shall not become effective until such time as all TIRZ Obligations incurred with respect to the Project Plan Prior to Proposed Amendment are paid in full (the "County's Termination Effective Date"). Prior to the County's Termination Effective Date, the County shall remain a participant in this Agreement and shall be bound by its terms.

A change to the Project Plan is not considered material under the preceding paragraph unless it provides for improvements or costs unrelated to the projects and costs in the Project Plan as of the date of this Agreement. If the County does not provide notice of its objections within 45 days as provided above, the changes to the Project Plan are deemed approved.

B. Disposition of Tax Increments

Upon termination of the Zone, and after all obligations and bonded indebtedness of the Zone have been paid, the City and the Zone shall pay to the County, within sixty (60) days of said termination, all monies remaining in the Tax Increment Fund that are attributable on pro rata basis to the County Tax Increment Participation paid by the County into the Tax Increment Fund.

C. Audits and Annual Reports

(i) In the event the City recreates a redevelopment authority in connection with the Zone, the City shall provide to the County Judge, with a copy to the County Auditor, a copy of the each of the audits required by the agreement between the City, the Zone and any such redevelopment authority within thirty (30) days of receipt of each audit.

(ii) All annual or other reports required by Chapter 311 of the Tax Code shall be provided to the County Judge as required therein with a copy to the County Auditor, and if the applicable report is filed late, the County shall not be required to make payments under Article III until it has received such reports (and penalties and interest shall not accrue for any such payment until 30 days following receipt of a late-filed report). The County Auditor shall be authorized to audit Zone records at the County's expense upon reasonable notice to the Zone and the City.

D. Plats and Subdivisions

The Parties agree to cooperate to so that the City and the County can properly account for all tax accounts within the Zone. The Zone agrees to use its best efforts to (i) provide such information as the County and the Hidalgo County Appraisal District may reasonably need to properly allocate tax accounts to the Zone, and (ii) provide copies of all plats approved within the Zone to the County Judge, the County Auditor, and the Hidalgo County Appraisal District.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 2005. This Agreement terminates on the earlier of (i) December 31, 2034; (ii) the termination of the Zone as provided in Section 311.017 of the Texas Tax Code; or (iii) termination by the parties hereto consistent with all applicable laws. Nothing in this Agreement limits the authority of the Hidalgo County Commissioners Court to extend the term of this Agreement. Upon termination of this Agreement, the obligation of the County to contribute to the Tax Increment Fund for the Zone shall end; however, any refund obligations of the City, the Zone or any related redevelopment authority shall survive such termination.

B. Early Termination

The Zone may terminate pursuant to the provisions of Section 311.017 of the Texas Tax Code.

VI. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

In the event any term, covenant or condition shall be held invalid and affects in any manner

the limitations on the County's, or any other party's, contributions or participation, then neither the County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address set out below or at such other address as the receiving party may have theretofore prescribed by notice to the sending

party.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

City Manager
P.O Box 204
Penitas, Texas 78576

Hidalgo County

Hidalgo County Commissioners Court
Hidalgo County Courthouse
100 North Closner Blvd
Edinburg, Texas 78539
Attention: County Judge

Zone

Reinvestment Zone No. 1
c/o Hawes Hill Calderon, LLP
10103 Fondren Road # 300
Houston, Texas 77096
Attn: Bill Calderon

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, the Zone or the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

I. Force Majeure

The parties agree that in the event a party's performance of any obligation under this Agreement is delayed due to the act or failure or delay in acting of another party or another government entity (so long as such failure is not caused by an act or omission of the delaying party), then such party's time to perform shall be extended by the length of the delay provided that the party whose performance has been delayed gives prompt written notice thereof to the other parties hereto. The parties further agree that in the event any payment hereunder is miscalculated due to errors in the information provided to the party making the calculation or making the payment based on such calculation, that such payment shall be promptly adjusted upon the parties becoming aware of the miscalculation and agreeing to the proper calculation (e.g., in the event the Hidalgo County Appraisal District omits a tax account that should be in the Zone from calculations of the tax increment attributable to the Zone). It is the parties intention that all

of the parties work together in good faith to correct any such delays or miscalculations and that no interest or penalty shall be due with respect to any such delays or miscalculations.

J. Exhibits

This Agreement includes the following exhibits:

Exhibit 1: City of Penitas Ordinance No. 2004-05

Exhibit 2: Project Plan

Exhibit 3: City of Penitas Ordinance No. 2005-01

IN WITNESS HEREOF, the City, the County and the Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PENITAS, TEXAS

Mayor
City of Peñitas, Texas
Date: _____

ATTEST:

City Secretary
City of Peñitas, Texas
Date: _____

COUNTERSIGNED:

City Attorney
Date: _____

HIDALGO COUNTY, TEXAS

By: _____
Name: J.D. Salinas III
Title: County Judge
Date: _____

ATTEST:

_____
Arturo Guajardo, Jr.
County Clerk
Date: _____

APPROVED AS TO FORM:
Atlas & Hall LLP

By: _____
Name: Stephen L. Crain
Date: 3-3-09

REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS

By: _____
Name: _____
Title: Chairman, Board of Directors
Date: _____

ATTEST/SEAL:

By: _____
Name: _____
Title: Secretary, Board of Directors
Date: _____

Exhibit 1
City Ordinance No. 2004-05

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HIDALGO COUNTY
AUDITOR'S OFFICE

#5

CITY OF PEÑITAS, Texas, Ordinance No. 2004-05

AN ORDINANCE DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PENITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:45AM P2

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares:

Section 3. **Board of Directors**

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of a taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:47AM P6

Section 4. Duration of the Zone

That the Zone shall take effect on January 1, 2004, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 7 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. Tax Increment Base

That the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. Tax Increment Fund

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 10:48AM P8

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 3rd day of November, 2004.

APPROVED this 3rd day of November, 2004.

Mayor Servando Ramirez

Cindy Hernandez, City Secretary

FROM :CITY OF PENITAS FAX NO. :956 581 3346 Feb. 02 2005 12:00PM P2

Exhibit 2
Project Plan

RECEIVED

MAR 3 0 2009

HIDALGO COUNTY
AUDITOR'S OFFICE

PENITAS TAX INCREMENT REINVESTMENT ZONE #1

PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN

CITY OF PENITAS, TEXAS

Hawes Hill Calderon, L.L.P., TIRZ Consultants and Planners

TABLE OF CONTENTS

PROJECT PLAN

INTRODUCTION.....3

EXISTING USES AND CONDITIONS AND PROPOSED IMPROVEMENTS 3-4
Table A: Acreage Per Land Use Summary

PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES.....4

LIST OF ESTIMATED NON-PROJECT COST ITEMS.....5
Table B: Non-Project Costs

ZONE FINANCING PLAN

ESTIMATED PROJECT COSTS OF THE ZONE.....6
Table C: Estimated Zone Project Costs

ECONOMIC FEASIBILITY STUDY.....7

ESTIMATED BONDED INDEBTEDNESS TO BE INCURRED 7

TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE INCURRED 7

METHODS OF FINANCING AND EXPECTED SOURCES OF REVENUE.....7-8
Table D: Increment Dedicated to the Zone

ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE.....8

DURATION OF THE ZONE.....8

SCHEDULES.....9

MAPS.....14

APPENDICES.....18

PROJECT PLAN

INTRODUCTION

This document constitutes the Project Plan and Reinvestment Zone Financing Plan as required by Chapter 311, Texas Tax Code. The purpose of the Zone is to provide for the design and construction of both proposed connector streets and thoroughfares, regional drainage facilities, water, sanitary sewer, wastewater treatment facilities, public landscaping, lighting and other specific project costs in order to facilitate the development of both residential and commercial properties. The reinvestment zone includes open land where certain regional infrastructure is absent and consequently where residential and commercial development would not occur "but for" the creation of such a zone. All development will occur on undeveloped land.

Expenditures associated with the design and construction of public infrastructure, as well as other specific project related costs, will be funded (reimbursed) by tax increment revenues derived from increases in property values following the new development.

Location

The TIRZ is generally bounded by Tom Gill Road on the west, 2 mile Road on the north, Giles Road on the east, and Hwy 83 on the south, and as further described in the enclosed map. The property consists of approximately 716 acres of land. A property metes and bounds description is provided in Appendix A.

EXISTING USES AND CONDITIONS OF REAL PROPERTY IN THE ZONE AND PROPOSED IMPROVEMENTS TO AND PROPOSED USES OF THE PROPERTY

Existing Conditions

The property is generally undeveloped. The subject site has been utilized as farmland and is currently agriculturally exempted. The development of the property is further constrained by the lack of basic infrastructure including major thoroughfares and drainage facilities. There is a predominance of defective or inadequate sidewalk or street layout, as well as problems with faulty lot layout in relation to size, adequacy, accessibility, or usefulness. The area is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality.

Surrounding Land Uses

Land uses surrounding the Zone are predominately undeveloped. However, there is a public school close to the reinvestment zone, which serves a small residential enclave to the west of the zone.

Proposed Land Uses

Property located within the Zone will be mixed use in its development with approximately 70% of the land developed for single family housing, and the remainder developed for commercial usages. In addition, it is contemplated that a regional drainage system will be developed which may include drainage detention outside the boundary of the reinvestment zone.

Table A below lists the various land uses per the Conceptual Master Plan, along with their respective acreages and percentage of the gross land area.

Table A
Acreage Per Land Use Summary

Land Use Category	Acreage	% of Gross Acreage
Undeveloped residential	343	48.1%
Public ROW	50	7.01%
Parks	30	4.2%
Commercial	290	40.69%
TOTALS	714	100.0%

PROPOSED CHANGES OF ZONING ORDINANCES, THE MASTER PLAN OF THE CITY, BUILDING CODES, AND OTHER MUNICIPAL ORDINANCES

All construction will be done in conformance with existing building code regulations of the City of Penitas. There are no proposed changes of any city zoning ordinances, master plans, or building codes.

LIST OF ESTIMATED NON-PROJECT COST ITEMS

Zone non-project costs include those development items that will be funded by the developer for which no tax increment reimbursement is expected. These non-project development items and their associated costs are shown in Table B.

Table B
Non-Project Costs

Non-Project Items	Estimated Cost
TXDOT funded projects	$7,000,000
Drainage District funded projects	$6,000,000
Total Non-Project Costs	**13,000,000**

STATEMENT OF METHOD OF RELOCATING PERSONS TO BE DISPLACED AS A RESULT OF IMPLEMENTING THE PLAN

The subject property is vacant and there will be no displacement of residents.

REINVESTMENT ZONE FINANCING PLAN

A DETAILED LIST DESCRIBING THE ESTIMATED PROJECT COSTS OF THE ZONE, INCLUDING ADMINISTRATIVE EXPENSES AND A STATEMENT LISTING THE KIND, NUMBER, AND LOCATION OF ALL PROPOSED PUBLIC WORKS OR PUBLIC IMPROVEMENTS IN THE ZONE

Table C lists the estimated project costs for the Zone. It is anticipated that the developer will advance funds for the improvements and will be reimbursed as provided in a separate agreement and other documentation between the developer, the TIRZ, the Penitas Redevelopment Authority (references made herein to the Authority are made in anticipation of its creation) and the Penitas Zone. It is anticipated that the infrastructure improvement costs will include additional financing costs associated with the projects. Line Item amounts may be adjusted with approval of the Zone Board of Directors, and will be reimbursed or disbursed based on actual audited costs for the infrastructure identified in the plan.

Table C
Estimated Zone Project Costs

Project Items	Estimated Costs
Water Improvements including wells	$1,698,373
Waste Water Improvements	$1,552,032
Drainage Improvements	$6,093,650
Demolition Costs	0
Relocation of Utility Lines	0
Sidewalks	$ 671,304
Streets	$6,414,058
3 Bridges	$2,250,000
Lights	$ 724,388
Engineering / Surveying	$1,800,000
Contingency	$1,000,000
Zone Administration – 30 years	$1,200,000
Financing costs including interest	$ 6,800,000
Total	**$30,203,805**

ECONOMIC FEASIBILITY STUDY

Appendix B contains an economic feasibility study prepared for the proposed commercial and residential development to assess the market for the proposed development. The study concludes that the proposed development is feasible and the demand for the projects is strong.

THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED

The amount of estimated bonded indebtedness is shown in Table C.

THE TIME WHEN RELATED COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

Schedule C shows the anticipated time when bonds could be issued based on the revenue-derived form the estimated build-out schedules. Bonds may be issued to pay the related project costs of the Zone.

DESCRIPTION OF THE METHODS OF FINANCING ALL ESTIMATED PROJECT COSTS AND THE EXPECTED SOURCES OF REVENUE TO FINANCE OR PAY PROJECT COSTS, INCLUDING THE PERCENTAGE OF TAX INCREMENT TO BE DERIVED FROM THE PROPERTY TAXES OF EACH TAXING UNIT THAT LEVIES TAXES ON REAL PROPERTY IN THE ZONE

Description of the Methods of Financing

In accordance with 311.015 of the Tax Increment Financing Act, the City may issue tax increment bonds or notes, the proceeds of which may be used to pay project costs on behalf of the Zone or Authority. Upon creation of a Redevelopment Authority for the Zone, the Authority may be authorized to incur debt and issue debt or obligations to satisfy developer reimbursements for eligible project costs. If either Zone or Authority bonds are issued, bond proceeds shall be used to provide for the project related costs outlined in this plan. It is anticipated that the Developer will advance project-related costs and be reimbursed through the issuance of Zone tax increment revenue bonds and/or be paid directly from increment revenues of the Zone as provided for in a Development Agreement. It is also contemplated that some project costs will be funded with grants from one or more entities.

No bonds will be issued until adequate tax increment has been created in the Zone to support bond debt service. Tax increment revenue will be applied to pay or reimburse all debt service on the Zone or Authority's bonds as prescribed in a Development Agreement.

Expected Sources of Revenue to Finance or Pay Project Costs

Schedule A shows the projected build-out schedule of the proposed commercial and residential development, which is supported by the Economic Feasibility Studies in Appendix B.

Table D
Increment Dedicated to the Zone

Taxing Unit		Dedicated Tax Rate	Years
Penitas*	(2004 – 2034)	$0.30/$100 Valuation	30
Hidalgo County	(2004 – 2034)	$0.5015/$100 Valuation	30

* Penitas may use its contributed tax increment funds for municipal zone related project costs in order to implement the Zone's Project Plan and Reinvestment Zone Financing Plan.

Tax Increment Fund

The City shall create and establish a Tax Increment Fund for the Zone, which may be divided into sub-accounts as provided for in the creation ordinance. The Tax Increment Fund and each account shall be maintained at the depository bank of the City of Penitas and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City or any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by the Tax Increment Act (the "Act"), of real property located in the Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to the Act.

THE ESTIMATED CAPTURED APPRAISED VALUE OF THE ZONE DURING EACH YEAR OF ITS EXISTENCE

It is projected that taxable property values in the zone will increase to approximately $135 million by 2018. Schedule A shows the annual captured appraised value of these increases in property value during the build-out period.

DURATION OF THE ZONE

The City of Penitas shall establish the Zone by Ordinance. The ordinance shall establish that the Zone will take effect on January 1, 2005 and termination of the operation of the Zone shall occur on December 31, 2035. The Zone may terminate at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of proposed revenue bonds, notes or other obligations, if any, that all project costs, bonds, and interest on bonds have been paid in full.

SCHEDULES

A. RESIDENTIAL BUILD-OUT SCHEDULE

B. ZONE CAPTURED APPRAISED VALUE AND REVENUE SCHEDULE
C. THE ESTIMATED AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED
D. PROJECTED ZONE REVENUES

E. REVENUES FOR NON-PARTICIPATING JURISDICTIONS

SCHEDULE A

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Residential Buildout Schedule (In Thousands)

Residential Project Values	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots					30	$2,400	20	$1,600	29	$2,000	25	$2,000	25	$2,000	22	$1,750	20	$1,600	20	$1,500	197
50 x 130 Lots					35	$3,850	30	$3,300	30	$3,300	25	$2,750	25	$2,750	29	$2,750	25	$2,750	35	$3,850	231
70 x 140 Lots					39	$5,320	32	$4,480	34	$4,760	25	$3,500	25	$3,500	25	$3,500	30	$4,200	30	$4,200	299
Total Home Sales					104		82		89		75		76		72		75		85		827
Total Captured Value		$0		$0		$11,680		$9,380		$10,060		$8,250		$8,250		$8,010		$8,550		$9,650	$73,830
Cumulative Captured Value		$0		$0		$11,680		$21,060		$31,120		$39,370		$47,620		$55,630		$64,180		$73,830	

(CONTINUED)

Residential Project Values	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	Home Construction	Captured Value (K)	
SINGLE FAMILY																					
50 X 130 Lots	20	$1,600	20	$1,600	10	$ 800		$ -		$ -		$ -		$ -		$ -		$ -		$ -	237
50 x 130 Lots	25	$2,750	25	$2,750	11	$1,210		$ -		$ -		$ -		$ -		$ -		$ -		$ -	222
70 x 140 Lots	32	$4,480	32	$4,480	16	$2,240		$ -		$ -		$ -		$ -		$ -		$ -		$ -	319
Total Home Sales	77		77		37																848
Total Captured Value		$8,830		$8,830		$4,260		$0		$0		$0		$0		$0		$0		$0	$95,740
Cumulative Captured Value		$82,660		$91,490		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740		$95,740	

Note.

1. Captured value is presented in thousands of dollars.
2. Projected value of home construction is in 2004 dollars excluding inflation.
3. Home construction in a calendar year results in captured appraised value in the following tax year.

SCHEDULE B

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Commercial Buildout Schedule (In Thousands)

	2005		2006		2007		2008		2009		2010		2011		2012		2013		2014		
Commercial Project Values	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commmercial Value		$ 999		$ 1,953		$ 3,358		$ 4,810		$ 3,559		$ 1,959		$ 3,336		$ 4,197		$ 1,729		$ 3,957	
Total Captured Value		$999		$1,953		$3,358		$4,810		$3,559		$1,959		$3,336		$4,197		$1,729		$3,957	$29,857
Cumulative Captured Value		$999		$2,952		$6,310		$11,120		$14,680		$16,638		$19,974		$24,171		$25,901		$29,857	

	2015		2016		2017		2018		2019		2020		2021		2022		2023		2024		
Commercial Project Values	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	Square Feet	Captured Value (K)	
Commmercial Value		$ 1,978		$ 4,395		$ 1,953		$ 1,953													
Total Captured Value		$1,978		$4,396		$1,953		$1,953		$0		$0		$0		$0		$0		$0	$40,138
Cumulative Captured Value		$31,836		$36,232		$38,185		$40,138		$40,138		$40,138		$40,138		$40,138		$40,138		$40,138	

Note:
1 Captured value is presented in thousands of dollars

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Assessed Valuations

SCHEDULE C

Tax Roll Jan 1	Incremental Residential Assessed Valuation	Residential Incremental Assessed Valuation	No. of Homes Added	Cum. No of Homes	Senior Citizens Exemption: Number of Eligible Homes (1)	Senior Citizens Exemption: County Exemption Amount (2)	Commercial Valuation	City Projected Taxable Valuation	County Projected Taxable Valuation
2005	$ -	$ -	0	-	-	$ -	$ 998,974	998,974	998,974
2006	$ -	$ -	0	-	-	$ -	$ 2,952,151	2,952,151	2,952,151
2007	$ 11,080,000	$ 11,080,000	104	104	2.1	$ (104,000)	$ 6,310,048	17,990,048	17,886,048
2008	$ 9,380,000	$ 21,050,000	92	196	3.7	$ (186,000)	$ 11,120,235	32,180,235	31,994,235
2009	$ 10,950,000	$ 31,120,000	89	275	5.5	$ (275,000)	$ 14,679,605	45,799,605	45,524,605
2010	$ 8,250,000	$ 39,370,000	75	350	7.0	$ (350,000)	$ 16,638,379	56,008,379	55,658,379
2011	$ 8,250,000	$ 47,620,000	75	425	8.5	$ (425,000)	$ 19,973,090	67,593,890	67,168,890
2012	$ 8,010,000	$ 55,630,000	72	497	9.9	$ (497,000)	$ 24,171,261	79,801,261	79,304,261
2013	$ 8,550,000	$ 64,180,000	75	572	11.4	$ (572,000)	$ 25,900,578	90,080,578	89,508,578
2014	$ 9,650,000	$ 73,830,000	85	657	13.1	$ (657,000)	$ 29,857,300	103,687,300	103,030,300
2015	$ 8,830,000	$ 82,660,000	77	734	14.7	$ (734,000)	$ 31,835,561	114,495,561	113,761,561
2016	$ 8,830,000	$ 91,490,000	77	811	16.2	$ (811,000)	$ 36,231,708	127,721,708	126,910,708
2017	$ 4,250,000	$ 95,740,000	37	848	17.0	$ (848,000)	$ 38,184,885	133,924,885	133,076,885
2018	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2019	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2020	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2021	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2022	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2023	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
2024	$ -	$ 95,740,000	0	848	17.0	$ (848,000)	$ 40,138,062	135,878,062	135,030,062
Total	$ 95,740,000		848						

Note. (1) Senior Citizen Exemption projected @ 5% of total homes built
(2) County Senior Exemption is $15,000
(*) The City has no exemptions for homestead or over 65.

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS
Projected Zone Revenues

SCHEDULE D

Tax Year	Col Year	City Tax Rate	City Zone Collection	County Tax Rate	County Participation	County Zone Collection	Total Zone Revenues Available	City Rebate for Services	County Revenue Retained	Zone Revenue Available for Project Costs	Cumulative Zone Revenue Available for Project Costs
2005	2006	$ 0.3000	$ 2,997	$ 0.5900	85%	$ 5,010	$ 8,007	$ -	$ (884)	$ 7,123	$ 7,123
2006	2007	$ 0.3000	$ 8,856	$ 0.5900	85%	$ 14,805	$ 23,661	$ -	$ (2,613)	$ 21,049	$ 28,172
2007	2008	$ 0.3000	$ 53,970	$ 0.5900	85%	$ 89,869	$ 143,869	$ (26,000)	$ (15,829)	$ 101,840	$ 130,011
2008	2009	$ 0.3000	$ 98,541	$ 0.5900	85%	$ 160,451	$ 258,992	$ (48,500)	$ (28,315)	$ 182,177	$ 312,188
2009	2010	$ 0.3000	$ 137,399	$ 0.5900	85%	$ 228,308	$ 365,708	$ (68,750)	$ (40,289)	$ 256,669	$ 568,853
2010	2011	$ 0.3000	$ 168,029	$ 0.5900	85%	$ 279,127	$ 447,152	$ (87,500)	$ (49,258)	$ 310,394	$ 879,248
2011	2012	$ 0.3000	$ 202,782	$ 0.5900	85%	$ 336,952	$ 539,834	$ (106,250)	$ (59,444)	$ 373,939	$ 1,253,187
2012	2013	$ 0.3000	$ 239,404	$ 0.5900	85%	$ 397,711	$ 637,115	$ (124,250)	$ (70,184)	$ 442,680	$ 1,695,867
2013	2014	$ 0.3000	$ 270,242	$ 0.5900	85%	$ 448,886	$ 719,127	$ (143,000)	$ (79,215)	$ 498,912	$ 2,192,779
2014	2015	$ 0.3000	$ 311,082	$ 0.5900	85%	$ 516,697	$ 827,759	$ (164,250)	$ (91,182)	$ 572,327	$ 2,765,106
2015	2016	$ 0.3000	$ 343,487	$ 0.5900	85%	$ 570,515	$ 914,002	$ (183,500)	$ (100,579)	$ 629,923	$ 3,394,929
2016	2017	$ 0.3000	$ 383,169	$ 0.5900	85%	$ 636,457	$ 1,019,822	$ (202,750)	$ (112,316)	$ 704,756	$ 4,099,469
2017	2018	$ 0.3000	$ 401,779	$ 0.5900	85%	$ 667,381	$ 1,069,155	$ (212,000)	$ (117,773)	$ 739,382	$ 4,838,868
2018	2019	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 5,592,176
2019	2020	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 6,345,484
2020	2021	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,098,793
2021	2022	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 7,852,101
2022	2023	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 8,605,409
2023	2024	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 9,358,718
2024	2025	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,112,026
2025	2026	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 10,865,334
2026	2027	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 11,618,643
2027	2028	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 12,371,951
2028	2029	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,125,259
2029	2030	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 13,878,568
2030	2031	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 14,631,876
2031	2032	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 15,385,184
2032	2033	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,138,493
2033	2034	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 16,891,801
2034	2035	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 17,645,109
2035	2036	$ 0.3000	$ 407,834	$ 0.5900	85%	$ 677,176	$ 1,084,810	$ (212,000)	$ (119,502)	$ 753,308	$ 18,398,418
			$ 9,957,119			$ 16,541,059	$ 26,498,178	$ (5,180,750)	$ (2,919,010)	$ 18,398,418	

TAX INCREMENT REINVESTMENT ZONE NO. ONE, CITY OF PENITAS

Revenues for Non-participating Jurisdictions

SCHEDULE E

La Joya I.S.D. Tax Rate	La Joya I.S.D. Zone Collection	South Texas I.S.D. Tax Rate	South Texas I.S.D. Zone Collection	South Texas College Tax Rate	South Texas College Zone Collection	Drainage District #1 Tax Rate	Drainage District #1 Zone Collection
$ 1.5699	$ 15,583	$ 0.0392	$ 392	$ 0.1778	$ 1,774	$ 0.0456	$ 456
$ 1.5699	$ 46,346	$ 0.0392	$ 1,167	$ 0.1778	$ 5,243	$ 0.0456	$ 1,345
$ 1.5699	$ 282,426	$ 0.0392	$ 7,052	$ 0.1778	$ 31,950	$ 0.0456	$ 8,203
$ 1.5699	$ 505,198	$ 0.0392	$ 12,615	$ 0.1778	$ 57,162	$ 0.0456	$ 14,674
$ 1.5699	$ 719,008	$ 0.0392	$ 17,953	$ 0.1778	$ 81,340	$ 0.0456	$ 20,885
$ 1.5699	$ 879,276	$ 0.0392	$ 21,955	$ 0.1778	$ 99,471	$ 0.0456	$ 25,540
$ 1.5699	$ 1,081,198	$ 0.0392	$ 26,997	$ 0.1778	$ 122,047	$ 0.0456	$ 30,923
$ 1.5699	$ 1,262,800	$ 0.0392	$ 31,282	$ 0.1778	$ 141,727	$ 0.0456	$ 38,389
$ 1.5699	$ 1,414,175	$ 0.0392	$ 35,312	$ 0.1778	$ 159,983	$ 0.0456	$ 41,077
$ 1.5699	$ 1,627,787	$ 0.0392	$ 40,645	$ 0.1778	$ 184,149	$ 0.0456	$ 47,281
$ 1.5699	$ 1,797,467	$ 0.0392	$ 44,882	$ 0.1778	$ 203,344	$ 0.0456	$ 52,210
$ 1.5699	$ 2,005,103	$ 0.0392	$ 50,067	$ 0.1778	$ 226,834	$ 0.0456	$ 58,241
$ 1.5699	$ 2,102,487	$ 0.0392	$ 52,499	$ 0.1778	$ 237,851	$ 0.0456	$ 61,070
$ 1.5699	$ 2,133,150	$ 0.0392	$ 53,264	$ 0.1778	$ 241,319	$ 0.0456	$ 61,950

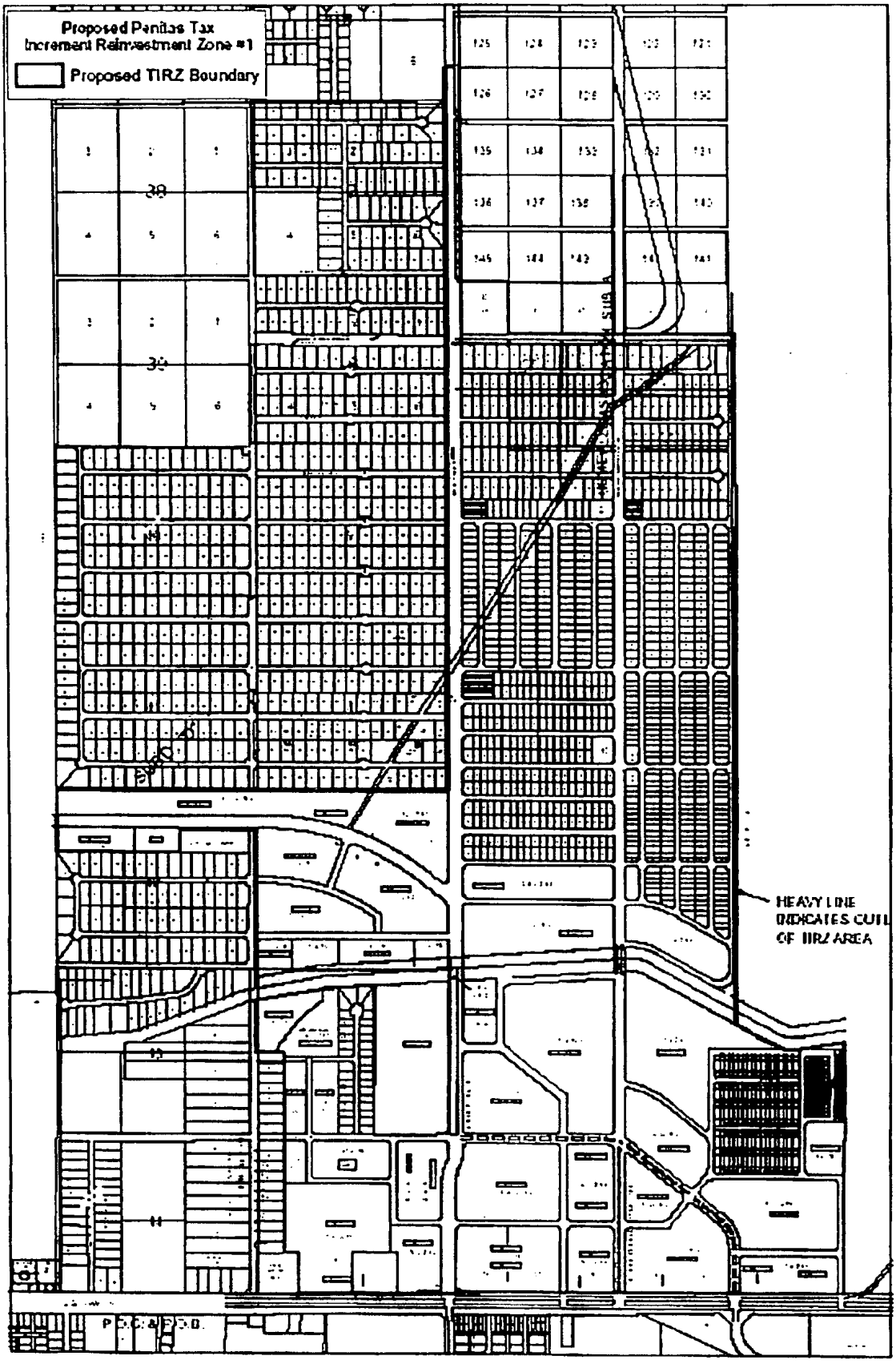
MAPS

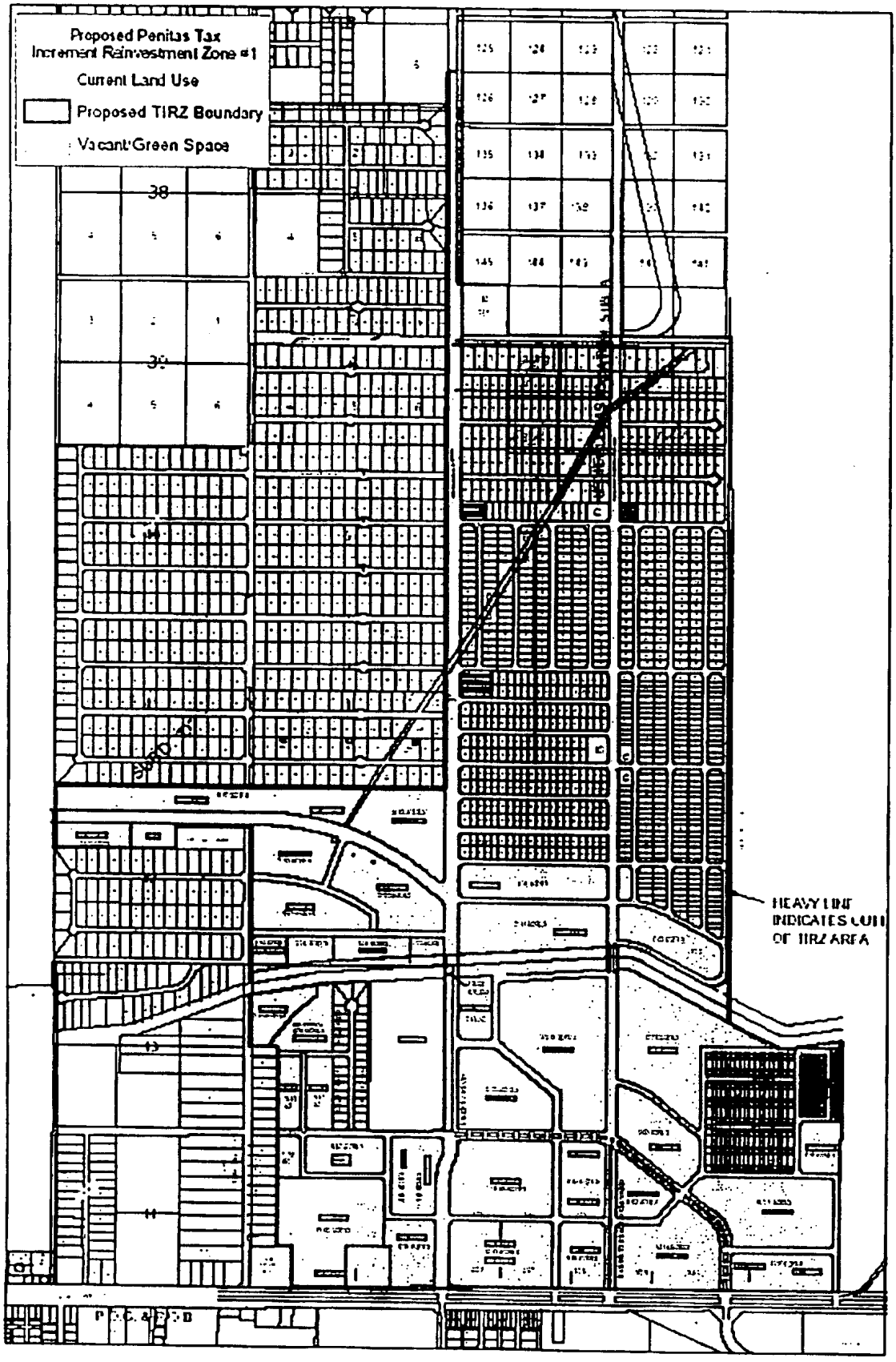
A. ZONE BOUNDARIES

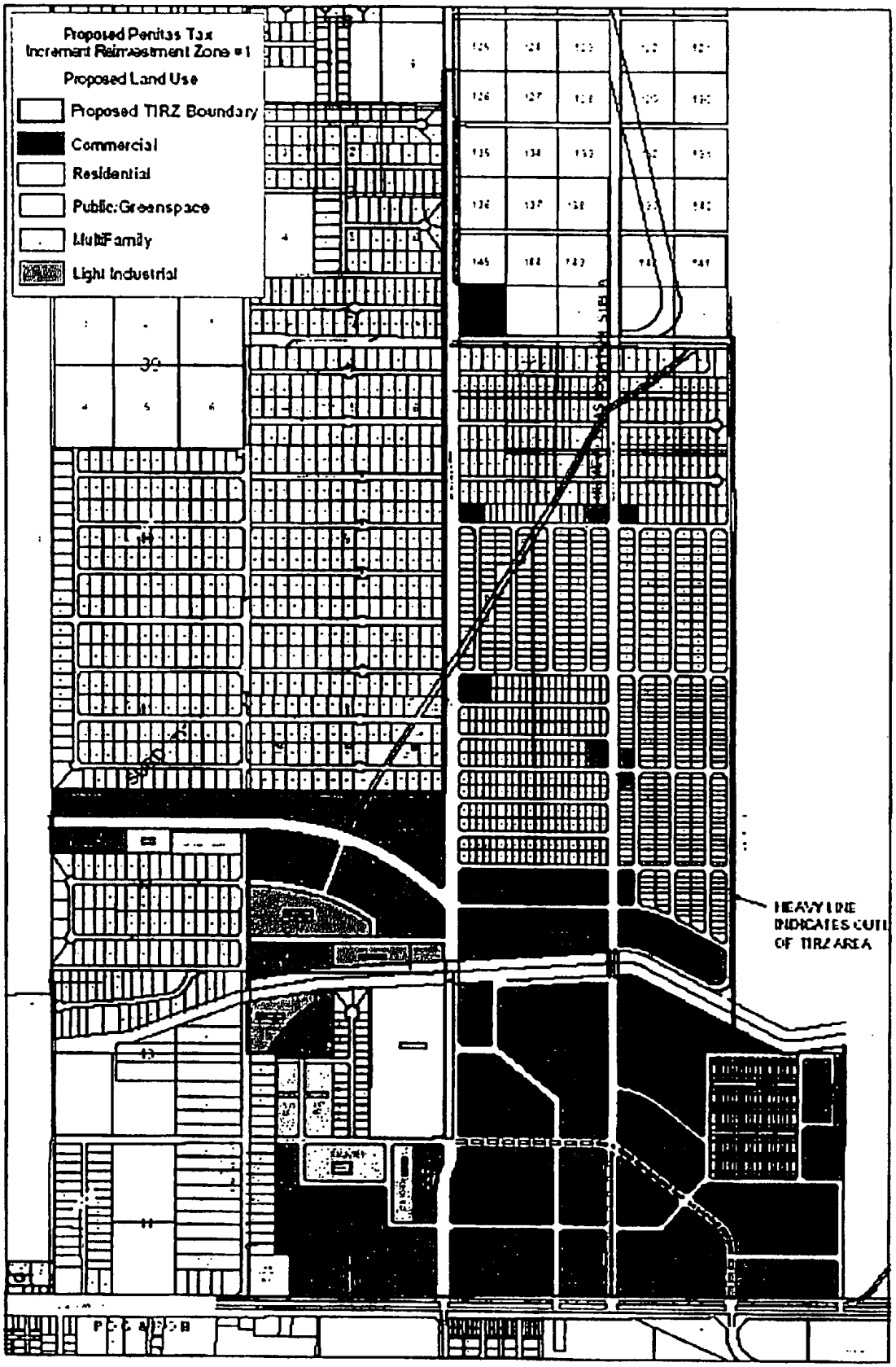
B. CURRENT LAND USES

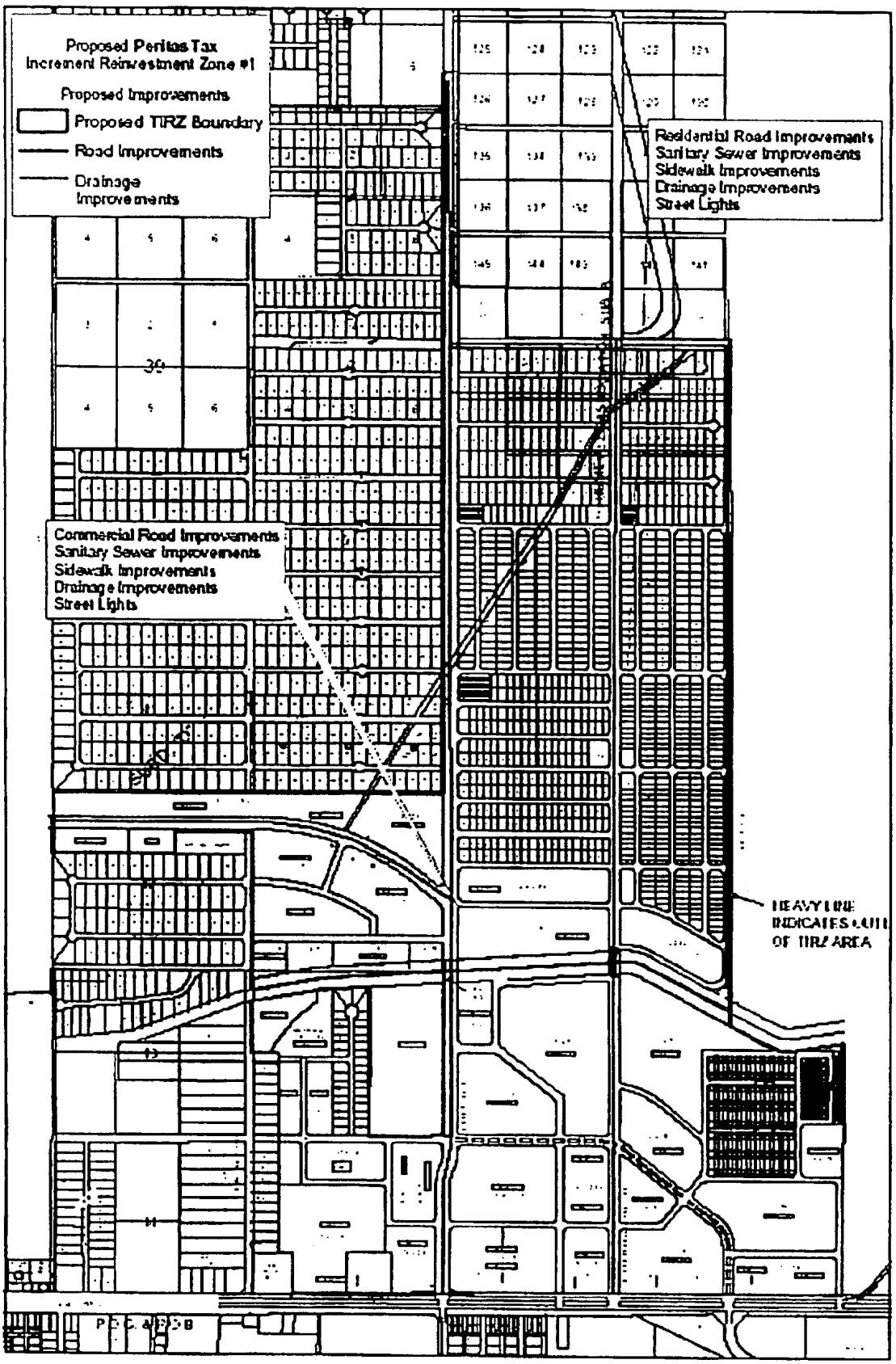
C. PROPOSED LAND USES

D. PROPOSED IMPROVEMENTS


Proposed Perilas Tax Increment Reinvestment Zone #1
Proposed TIRZ Boundary
HEAVY LINE INDICATES CUTL OF TIRZ AREA


Proposed Penitas Tax Increment Reinvestment Zone #1
Current Land Use
Proposed TIRZ Boundary
Vacant/Green Space
HEAVY LINE INDICATES OUTER BOUNDARY OF TIRZ AREA


Proposed Pentas Tax Increment Reinvestment Zone #1
Proposed Land Use
Proposed TIRZ Boundary
Commercial
Residential
Public:Greenspace
MultiFamily
Light Industrial
HEAVY LINE INDICATES CUT OF TIRZ AREA


Proposed Perrtas Tax Increment Reinvestment Zone #1
Proposed Improvements
Proposed TIRZ Boundary
Road Improvements
Drainage Improvements
Residential Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
Commercial Road Improvements
Sanitary Sewer Improvements
Sidewalk Improvements
Drainage Improvements
Street Lights
HEAVY LINE INDICATES LIMIT OF TIRZ AREA

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF:

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND,
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 66, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3 BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 24 THRU 25 MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 105, 106, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83 AND, INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 156, 162, 166, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S. EXPRESSWAY 83, AND INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 126, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A."

AND, IN PART

ALL OF LOT 1, BELL NO 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,603 02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U S EXPRESSWAY 83

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713 98 ACRE TRACT AND WHOSE 713 98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **SOUTHWEST CORNER** AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT,

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375 0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 126 42 FEET TO A ½ DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

VOLUME 31, PAGE 176, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT,

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.56 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3 BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE **NORTHWEST CORNER** OF THIS HEREIN DESCRIBED TRACT,

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO 1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT,

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT.

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

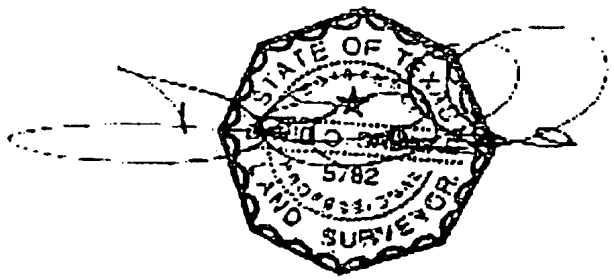
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE **NORTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE **SOUTHEAST CORNER** OF THIS HEREIN DESCRIBED TRACT.

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE **POINT OF BEGINNING**, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR THIS AREA

N:\SUBDIVISION PLATS EASEMENTS\INVESTMENT ZONE SUBMITTALS\METES AND BOUNDS 713.98 ACRES



APPENDIX B

Economic Feasibility Study

The study is currently underway. It will be concluded before the project plan is finalized.

Exhibit 3
City Ordinance (as amended) No. 2005-01

CITY OF PENITAS, Texas, Ordinance No. 2005-01

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 2004-05, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN CITY OF PENITAS AS REINVESTMENT ZONE NUMBER ONE, CITY OF PEÑITAS, TEXAS, FOR TAX INCREMENT FINANCING PURPOSES PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; CREATING A BOARD OF DIRECTORS FOR SUCH ZONE; CONTAINING FINDINGS AND PROVISIONS RELATED TO THE FOREGOING SUBJECT; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

* * * * * * *

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City may designate a contiguous geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that CITY OF PEÑITAS City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be utilized in the financing of the proposed zone; and

WHEREAS, the City provided written notice of the public hearing on the creation of the proposed zone, complying with the requirements of Chapter 311, Texas Tax Code, to the governing body of all taxing units levying taxes on property in the proposed zone; and

WHEREAS, a notice of the public hearing on the creation of the proposed zone was published on OCTOBER 26, 2004, in the McALLEN MONITOR, a newspaper of general circulation in the City; and

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WHEREAS, at the public hearing on November 3, 2004, interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, no owner of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone; and

WHEREAS, the total appraised value of taxable real property in the proposed zone and all other tax increment reinvestment zones previously created by the City is $0; and

WHEREAS, the total appraised value of taxable real property taxable by Hidalgo County, in which the proposed zone is located, is approximately $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the La Jolla Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas

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Independent School District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the South Texas College District, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total appraised value of real property taxable by the Hidalgo County Drainage District #1, in which the proposed zone is located, is $3,610,638; and

WHEREAS, the total area within the proposed zone is approximately 716 acres, excluding property that is publicly owned; **NOW, THEREFORE,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEÑITAS, TEXAS:

Section 1. Findings.

(a) That the facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) That the City Council further finds and declares that the proposed improvements in the zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack public water distribution, wastewater collection and storm drainage facilities which conditions substantially impair and arrest the sound growth of the City.

(d) That the City Council, pursuant to the requirements of Chapter 311, Texas

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Tax Code, further finds and declares:

(1) That the proposed zone is a contiguous geographic area located wholly within the corporate limits of the CITY OF PEÑITAS;

(2) That the total appraised value of taxable real property in the proposed zone does not exceed fifteen percent of the total appraised value of taxable real property in the City;

(3) That the proposed zone does not contain more than fifteen percent of the total appraised value of real property taxable by Hidalgo County, the La Jolla Independent School District, the South Texas Independent School District, the South Texas College District, and the Hidalgo County Drainage District #1; and

(4) That the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

Section 2. **Designation of the Zone**

That the City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), does hereby designate as a reinvestment zone, and create and designate a reinvestment zone over, the area described in Exhibit "A" and depicted in the map attached hereto as Exhibit "B" to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number One, CITY OF PEÑITAS, Texas, (the "Zone"). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(1) and (2) of the

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Texas Tax Code.

Section 3. **Board of Directors**

That there is hereby created a Board of Directors for the Zone, which shall consist of seven (7) members. Positions One through Five on the Board of Directors shall be reserved for the City. Positions Six and Seven shall be reserved for other taxing units levying taxes within the Zone, each of whom may appoint one director. Any taxing unit that appoints a director shall be assigned a Board position number in the order the City receives the appointment. Failure of the County to appoint a person to the Board of Directors of the Zone shall not be deemed a waiver of the County's right to make an appointment at a later date. Failure of any other taxing unit to appoint a director by June 15, 2005, shall be deemed a waiver of the right to appoint a director, and the City shall be entitled to appoint persons to the position, which shall be filled as provided below. If more than two taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by one for each taxing unit above two that appoints a director to the board; provided, if more than four taxing units levying taxes within the Zone appoint a director, the number of directors on the Board of Directors shall be increased by two for each taxing unit above four that appoints a director to the board, provided, further, that the maximum number of directors shall not exceed fifteen (15). The City shall be entitled to appoint a person to one position of each of the two positions created as a result of more than four taxing units appointing directors, which position shall be filled as provided below.

The Mayor is hereby authorized to nominate and appoint, subject to City Council approval, the directors to Positions One through Five of the Board of Directors, any

Apr. 09 2003 11:44AM P6 FAX NO. : FROM :

position unfilled on June 15, 2005, and any City position created by the appointment of a director by more than two taxing units levying taxes within the Zone, subject to the consent and approval of the City Council.

The directors appointed to odd-numbered positions shall be appointed for two year terms, beginning on the effective date of this Ordinance, while the directors appointed to even-numbered positions shall be appointed to a one year term, beginning on the effective date of this Ordinance. All subsequent appointments shall be for two-year terms. The member of the Board of Directors appointed to Position One is hereby designated to serve as the chair of the Board of Directors for a one-year term beginning on the effective date of this Ordinance. Thereafter the Mayor shall annually nominate and appoint, subject to City Council approval, a member to serve as chair for a term of one year beginning on the anniversary of the effective date of this Ordinance. The City Council authorizes the Board of Directors to elect from its members a vice-chairman and such other officers as the Board of Directors sees fit.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, subject to approval by the City Council, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund established pursuant to Section 6 of this Ordinance that may be

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reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations.

Section 4. **Duration of the Zone**

That the Zone shall take effect immediately upon passage of the ordinance, for the deposit of tax increments into the Tax Increment Fund established pursuant to Section 6 of this Ordinance, and termination of the operation of the Zone shall occur on December 31, 2034, or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

Section 5. **Tax Increment Base**

That pursuant to Section 311.012(c), Texas Tax Code, the Tax Increment Base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, determined as of January 1, 2004, the year in which the Zone was designated as a reinvestment zone (the "Tax Increment Base").

Section 6. **Tax Increment Fund**

That there is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax

Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

Section 7. **Severability**

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person to set circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining provisions of this

Apr. 09 2003 11:44AM P9 FAX NO. : FROM :

Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. **Open Meetings**

It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the Time required by law preceding its meeting, as required by the Open Meetings Law, Texas Government Code, ch. 551, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 11th day of February, 2005.

Ordinance or their application to other persons or set of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or regulations connected herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 8. **Open Meetings**

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Section 9. **Notices**

The contents of the notice of the public hearing, which hearing was held before the City Council on November 3, 2004, and the publication of said notice, are hereby ratified, and confirmed.

PASSED AND ADOPTED this 11th day of February, 2005.

APPROVED this 11th day of February, 2005.

Mayor, Servando Ramirez

Cindy Hernandez, City Secretary

EXHIBIT "A"

BOUNDARY DESCTIPTION

APPENDIX A

Boundary Description of Penitas Zone

METES AND BOUNDS DESCRIPTION: BELL FARMS -TIRZ

BEING A 713.98 GROSS ACRE TRACT OF LAND, MORE OR LESS, CONSISTING IN PART OF

LOTS 1, 2, 3, 4, AND 5, BLOCK 1, AND,
LOTS 2, 3, 4 AND 5, BLOCK 2, AND,
LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 3, AND,
LOTS 1, 2 AND 3, BLOCK 42, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "D," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 06, PAGE 36, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF TOM GILL ROAD LOCATED BETWEEN SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D" AND LOT 3, BLOCK 3, HOMEVILLE ASSOCIATION "A" SUBDIVISION,

AND, IN PART

BLOCKS 146, BLOCKS 151 THRU 235, AND,
BLOCKS 236 THRU 240 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83, ALL OUT OF HOMEVILLE ASSOCIATION SUBDIVISION "A," ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0, PAGE 24 THRU 25, MAP RECORDS OF HIDALGO COUNTY, TEXAS, INCLUDING ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 146, 155, 156, 165, 166, 175, 176, 185, 186, 195, 196, 105, 106, 215, 216, 225, 226, 235, 236 AND NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SAID U.S. EXPRESSWAY 83, AND, INCLUDING ALL OF EVERETT BELL BOULEVARD LOCATED WEST AND ADJACENT TO BLOCKS 152, 159 162, 169, 172, 179, 182, 189, 192, 199, 202, 209, 212, 219, 222, 229, 232, AND 240 LOCATED NORTH OF U.S. EXPRESSWAY 83, AND, ALL OF GILES ROAD EAST OF AND ADJACENT TO BLOCKS 151, 160, 161, 170, 171, 180, 181, 190, 191, 200, 201, 210, 211, 220, 221, 230, 231, AND 240, LOCATED NORTH OF U.S EXPRESSWAY 83, AND, INCLUDING ALL OTHER UN-NAMED PUBLIC DEDICATION COUNTY ROADWAYS CONTAINED THEREIN,

AND, IN PART

ALL OF LIBERTY BOULEVARD LOCATED WEST OF AND ADJACENT TO BLOCKS 126, 135, 136 AND 145, OUT OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A,"

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 2 OF 8

AND, IN PART

ALL OF LOT 1, BELL NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 28, PAGE 197-A, MAP RECORDS OF HIDALGO COUNTY, TEXAS,

AND, IN PART

ALL OF THAT CERTAIN PORTION OF LAND OUT OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 77 LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83,

AND, IN PART

ALL OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 CANAL RIGHT-OF-WAYS LOCATED WITHIN THIS HEREIN DESCRIBED 713.98 ACRE TRACT AND WHOSE 713.98 GROSS ACRE TRACT OF LAND IS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT ½ INCH DIAMETER IRON ROD FOUND AT THE SOUTHEAST CORNER OF WEST MOTOR BANK SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 28, PAGE 49-B, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 375.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID WEST MOTOR BANK SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(2) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID WEST MOTOR BANK SUBDIVISION, A DISTANCE OF 126.42 FEET TO A 1/2 DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF BELL SUBDIVISION, NO. 2, PHASE I, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 3 OF 8

VOLUME 31, PAGE 176, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(3) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 1,843.27 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BELL SUBDIVISION NO. 2, PHASE I, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(4) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BELL SUBDIVISION NO. 2, PHASE I, A DISTANCE OF 248.61 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(5) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 430.47 FEET TO A POINT ON INTERSECTION WITH THE SOUTH LINE OF A HIDALGO COUNTY IRRIGATION DISTRICT NO. 16 MAIN CANAL FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(6) THENCE, NORTH 77 DEGREES 31 MINUTES 55 SECONDS EAST, COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 129.79 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(7) THENCE, NORTH 86 DEGREES 17 MINUTES 46 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 184.85 FEET TO A POINT FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(8) THENCE, NORTH 84 DEGREES 56 MINUTES 24 SECONDS EAST, CONTINUING WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID MAIN CANAL, A DISTANCE OF 754.50 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 4 OF 8

(9) THENCE, SOUTH 08 DEGREE 55 MINUTES 42 SECONDS WEST, A DISTANCE OF 1,432.46 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(10) THENCE, SOUTH 81 DEGREES 25 MINUTES 22 SECONDS EAST, A DISTANCE OF 701.67 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(11) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,581.40 FEET TO A POINT FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(12) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, A DISTANCE OF 1,749.99 FEET TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(13) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, A DISTANCE OF 1,225.0 FEET TO A POINT FOR THE AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(14) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, PASSING THE WEST RIGHT-OF-WAY LINE OF SAID TOM GILL ROAD, AND CONTINUING COINCIDENT WITH THE NORTH LINE OF LOT 1 OF FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 43, PAGE 178, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AT DISTANCE OF 698.51 FEET IN ALL TO A ½ INCH DIAMETER IRON FOUND ON THE NORTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION, FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(15) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID LOT 1, FAITH

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 5 OF 8

FELLOWSHIP BIBLE CHURCH SUBDIVISION, A DISTANCE OF 207.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID LOT 1, FAITH FELLOWSHIP BIBLE CHURCH SUBDIVISION AND BEING LOCATED ON INTERSECTION WITH THE NORTH LINE OF NUEVO PENITAS NORTE NO. 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 29, PAGE 149, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(16) THENCE, NORTH 81 DEGREES 04 MINUTES 18 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION, A DISTANCE OF 1,065.37 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID NUEVO PENITAS NORTE NO. 1 SUBDIVISION FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(17) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 3, BLOCK 42, HOMEVILLE ASSOCIATION SUBDIVISION "D," A DISTANCE OF 557.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHWEST CORNER OF TOM GILL SUBDIVISION NO. 1, HIDALGO COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 30, PAGE 136, MAP RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

(18) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF SAID TOM GILL SUBDIVISION NO.1, PASSING THE WEST AND EAST RIGHT-OF-WAY LINES OF SAID TOM GILL ROAD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF TOM GILL SUBDIVISION NO. 6, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 21, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A DISTANCE OF 3,478.03 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID TOM GILL SUBDIVISION NO. 6 AND FURTHER BEING LOCATED ON THE

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 6 OF 8

WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR AN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(19) THENCE, NORTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 6,545.41 FEET TO A POINT OF INTERSECTION OF THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 126, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(20) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE WESTERLY PROJECTION OF SAID BLOCK 126 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 120.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(21) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, ALONG A LINE PARALLEL TO AND 120.0 FEET EAST OF THE WEST RIGHT-OF-WAY LINE OF SAID LIBERTY BOULEVARD, A DISTANCE OF 1,922.24 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A" FOR A NORTHERN INSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(22) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BLOCK 146 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," A DISTANCE OF 388.15 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID BLOCK 146 FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(23) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID BLOCK 146, A DISTANCE OF 466.66 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID BLOCK 146 FOR

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 7 OF 8

AN INSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;

(24) THENCE, SOUTH 81 DEGREES 04 MINUTES 18 SECONDS EAST, COINCIDENT WITH THE SOUTH LINE OF BLOCKS 147 AND 148, OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," CONTINUING AND PASSING THE WEST RIGHT-OF-WAY LINE OF EVERETT BELL BOULEVARD, AND, CONTINUING COINCIDENT WITH THE SOUTH LINE OF BLOCKS 149 AND 150 OF SAID HOMEVILLE ASSOCIATION SUBDIVISION "A," AND, PASSING THE WEST RIGHT-OF-WAY LINE OF GILES ROAD, AT A DISTANCE OF 1,991.64 FEET IN ALL TO A POINT ON INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD FOR A NORTHERN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(25) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS EAST, COINCIDENT WITH THE EAST RIGHT-OF-WAY LINE OF SAID GILES ROAD SAME BEING THE EAST LINE OF SAID HOMEVILLE ASSOCIATION "A," SUBDIVISION, A DISTANCE OF 6,157.47 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF THE EAST 1,003.02 FEET OF THE SOUTH 64.0 ACRES OF PORCION 71 FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(26) THENCE, SOUTH 52 DEGREES 39 MINUTES 11 SECONDS EAST, A DISTANCE OF 444.86 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(27) THENCE, SOUTH 65 DEGREES 34 MINUTES 57 SECONDS EAST, A DISTANCE OF 94.75 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR AN OUTSIDE CORNER OF THIS HEREIN DESCRIBED TRACT;

(28) THENCE, SOUTH 81 DEGREES 21 MINUTES 15 SECONDS EAST, A DISTANCE OF 73.84 FEET TO A ½ INCH DIAMETER IRON ROD FOUND FOR A CORNER OF THIS HEREIN DESCRIBED TRACT;

(29) THENCE, SOUTH 89 DEGREES 18 MINUTES 10 SECONDS EAST, A DISTANCE OF 451.77 FEET TO A ½ INCH DIAMETER IRON ROD

METES AND BOUNDS DESCRIPTION
MARCH 04, 2004
PAGE 8 OF 8

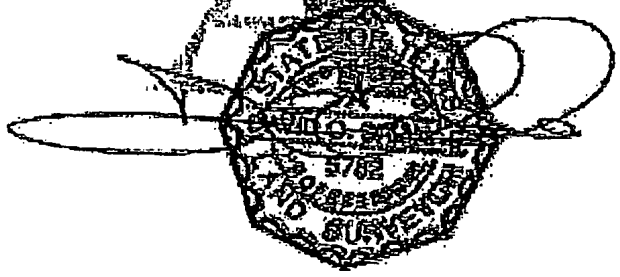
(30) FOUND ON INTERSECTION WITH THE EAST LINE OF SAID PORCION 77 FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(31) THENCE, SOUTH 08 DEGREES 55 MINUTES 42 SECONDS WEST, COINCIDENT WITH THE EAST LINE OF SAID PORCION 77, A DISTANCE OF 2,312.19 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. EXPRESSWAY 83 FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

(32) THENCE, NORTH 81 DEGREES 25 MINUTES 24 SECONDS WEST, COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF SAID EXPRESSWAY, A DISTANCE OF 4,848.19 FEET TO THE POINT OF BEGINNING, CONTAINING 713.98 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: THE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR THIS AREA.

N:\SUBDIVISION\PLATS\TAXINCREMENTREINVESTMENTZONE\SUBDIVISIONSANDBOUNDS\713.98ACRES



THE STATE OF TEXAS §
§ CITY OF ALTON
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the Parties (as defined below) hereby agree to the terms and conditions of this Agreement (as defined below).

I. PARTIES & INDEX

A. Parties

1. THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the **CITY OF ALTON, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance #2009-09, passed and approved by the City Commission on December 8 and December 29 2009, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE") acting by and through its duly authorized Board of Directors, established to administer, manage, and/or operate the ZONE pursuant to Sections 311.009(b) and 311.010, Texas Tax Code ("Zone Board"). Collectively, the CITY, COUNTY, and ZONE may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code and Chapter 311 of the Texas Tax Code for the participation of CITY, ZONE and COUNTY in the Alton Development Project.

2. The initial addresses of the Parties are listed below. Each party may designate a different address by giving the CITY, COUNTY, ZONE BOARD and COUNTY AUDITOR at least ten (10) days prior written notice.

CITY

Jorge Arcaute
City Manager
City of Alton
509 S. Alton Blvd.
Alton, Texas 78573

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Alton, Texas
509 S. Alton Blvd
Alton, Texas 78573

COUNTY

Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P. O. Box 1356
Edinburg, Texas 78540

With Copy to:

HIDALGO COUNTY AUDITOR

Attention: Ray Eufracio, CPA
Re: City of Alton TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

RECEIVED
JUL 13 2011
COUNTY JUDGE

RECEIVED
JUL 13 2011
COUNTY JUDGE

B. Index

In consideration of the covenants set forth herein, and subject to the terms and conditions herein, the CITY, COUNTY and ZONE BOARD hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section	Description	Page
I.	Parties	1
II.	Definitions	2
III.	Background	3
IV.	Rights and Obligations of COUNTY	4
V.	Rights and Obligations of CITY and ZONE	7
VI.	Term and Termination	8
VII.	Miscellaneous	8
Exhibit "A"	Project Plan	
Exhibit "B"	City of Alton Ordinance	

C. Parts Incorporated

All of the above-described exhibits are hereby incorporated into this Agreement by this reference for all purposes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

1. "Administrative Costs" means reasonable costs directly incurred by a Participating Taxing Entity (as hereinafter defined) related to its agreement to participate in the development of the ZONE, as described in this Agreement. These costs include, but are not limited to, costs and expenses for legal review and financial analysis related to the ZONE incurred prior to entering into this Agreement, as well as any such costs and expenses incurred after this Agreement becomes effective. "Agreement" means this Interlocal Agreement. The aggregate Administrative Costs over the life of the ZONE are estimated to be $25,000.
2. "Agreement" has the meaning set forth in Section I.A.1. above.
3. "Agreement Term" has the meaning set forth in Section VI.A. below.
4. "Available Tax Increment" shall mean the "Tax Increment," as defined below, less the Administrative Costs of the COUNTY.
5. "Captured Appraised Value" means the captured appraised value of the ZONE, as defined by Section 311.012(b), Texas Tax Code (and as said Code may be amended from time to time); e.g., the total appraised value in a given year of all real property taxable by a participating taxing entity and located in the ZONE for that year less the total appraised value of that property in 2009, the base year of the ZONE.
6. "CITY" has the meaning set forth in Section I.A.1. above, and includes its successors and assigns.
7. "COUNTY" has the meaning set forth in Section I.A.1. above.
8. "COUNTY M&O Tax Rate" means that portion of the ad valorem tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate may be changed by the COUNTY during the term of the Zone. The COUNTY M&O Tax Rate for the year 2010 is $0.5107.
9. "Final Project Plan and Financing Plan" means the Final Project Plan and Financing Plan for

ZONE as adopted by the Board of Directors of ZONE on April 13, 2010, and approved by City Commission of CITY on April 13, 2010 and attached hereto as Exhibit "A".

10. "Participating Taxing Entity" or "Participating Taxing Entities" means, singularly, a taxing unit participating in the ZONE, and collectively, two or more taxing units participating in the ZONE, and may include CITY and COUNTY.
11. "Parties" has the meaning given such term in Section I.A.1. above.
12. "Project" refers to the City of Alton Proposed Public Improvements identified in the Final Project Plan and Financing Plan.
13. "Project Costs" means the items set forth and described in Section 311.002(1) of the Texas Tax Code that are included in the Project Plan for the Project. The Project Costs include, but are not limited to, public infrastructure improvements and related capital costs; including streets; streetlights; drainage; gas, water and sewer utilities; sidewalks; landscaping; and related facilities; railroad facilities; fencing; and rights-of-way.
14. "Project Plan" means the Final Project Plan and Financing Plan for the ZONE as adopted by the Board of Directors of the ZONE on April 13, 2010 and approved by the City Commission of the CITY on April 13, 2010, and attached hereto as Exhibit "A".
15. "Tax Increment" for a Participating Taxing Entity means the total amount of ad valorem taxes levied and collected each year by that Participating Taxing Entity each year on the Captured Appraised Value of taxable real property in the ZONE. Further, with respect to the COUNTY, this term shall be further limited to the total amount of ad valorem taxes levied and collected only on behalf of the COUNTY each year.
16. "Tax Increment Base" means the total appraised value of all real property taxable by a Participating Taxing Entity and located in the ZONE as of January 1, 2009, the year in which the ZONE was designated.
17. "Tax Increment Fund" means the tax increment fund created by the CITY for the deposit of Tax Increments for the ZONE, entitled "Reinvestment Zone Number One City of Alton, Texas Tax Increment Fund."
18. "Tax Increment Payment" means the amount of the Tax Increment that a Participating Taxing Entity is required to deposit annually into the Tax Increment Fund in accordance with this Agreement and the Project Plan.
19. The "term of the ZONE" has the meaning set forth in Section III.A. below.
20. "ZONE" means Tax Increment Reinvestment Zone Number One, City of Alton, Texas, the description of which is contained in Exhibit "B", attached hereto.
21. "ZONE BOARD" has the meaning set forth in Section I.A.1. above.

III. BACKGROUND

A. On October 13, 2009, the city commission of the CITY notified the COUNTY, Sharyland ISD and Mission CISD of their intent to create a tax increment reinvestment zone, commonly known as the Alton Development Project, pursuant to Chapter 311, Texas Tax Code, and on December 07, 2009, the City Commission of the CITY held a public hearing on the creation of the ZONE. On December 8 and 29, 2009, the City Commission of the CITY passed and approved Ordinance # 2009-09 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on September 30, 2033, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on April 13, 2010. The CITY approved the Project Plan and Project Financing Plan on April 13 and April 27, 2010. The CITY and the COUNTY agree to participate in the ZONE and to deposit their respective Tax Increment Payments to the Tax Increment Fund, in accordance with the terms, and in consideration for the agreements, set forth herein. The Tax Increment Fund was authorized by Ordinance No. 2009-09, attached hereto as Exhibit "B." The

COUNTY hereby acknowledges receipt of notice of the initial creation of the ZONE. The CITY represents and warrants that it complied with all legal requirements and notice requirements in the creation of the ZONE.

C. The Parties hereto agree that, other than bonds or notes issued pursuant to §311.015 of the Texas Tax Code, no tax-supported public debt instrument will be issued by the City of Alton or the ZONE BOARD to finance any costs or improvements on the Project.

IV. RIGHTS AND OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the COUNTY

1. Subject to the limitations set out in this Agreement, the COUNTY agrees to participate in the ZONE by contributing to the Tax Increment Fund an amount equal to 100% of the revenue generated from the COUNTY M&O Tax Rate as assessed and collected on the tax increment for the respective tax year less Administrative Costs as specified below.

For the purpose of this Agreement the COUNTY M&O Tax Rate shall be calculated as set forth in Section IV.B.9. of this Agreement. In no event shall the COUNTY contribution to the Tax Increment Fund over the life of the ZONE (beginning with the 2010 tax year) be greater than nine million, fifteen thousand, four hundred sixty-four dollars ($9,015,464).

Administrative Costs in the amount of one thousand dollars ($1,000) per year will be reimbursed to the County by deduction from the annual payment made to the Tax Increment Fund, not to exceed an aggregate amount of twenty-five thousand dollars ($25,000).

The chart below is an example of how the County's Tax Increment Reinvestment Zone payment will be calculated pursuant to this Agreement.

Tax Increment Reinvestment Zone (TIRZ) Payment Calculation	EXAMPLE
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 1,000,000.00
(Multiplied by) Hidalgo County Current (GHD) Tax Rate (.59/100)	0.0059
GHD Actual Tax Levy for all real property tax accounts located within the TIRZ	**$ 5,900.00**
TIRZ Real Property Certified Taxable Value as of January 31 (Provided by Hidalgo County Appraisal District (HCAD))	$ 1,000,000.00
(*Less*) Base Year Real Property Certified Appraised Value for Tax Accounts located within the TIRZ (Provided by HCAD)	$ 10,000.00
Captured Appraised Value	**$ 900,000.00**
Captured Appraised Value	$ 900,000.00
(*multiplied by*) Contribution Rate (The lesser of actual tax year COUNTY M&O Tax Rate or rate specified on agreement) (.51/100)	0.0051

Tax Levy Due to TIRZ	$	4,590.00
TIRZ Collections (for February 1 through January 31) as per Collections Reports provided by Hidalgo County Tax Office	$	3,000.00
(*divided*) GHD Actual Tax Levy for all Real Property tax accounts located within the TIRZ	$	5,900.00
Percent Collected of Actual Levy		**50.85%**
Tax Levy Due to TIRZ	$	4,590.00
(*Multiplied by*) Percent Collected of Actual Levy		50.85%
TIRZ PAYMENT AMOUNT	$	2,334.02
LESS ADMINISTRATIVE COSTS	$	1,000.00
FINAL TIRZ PAYMENT AMOUNT	$	1,334.02

No higher rate, figure, or amount listed in the Project Plan will cause an increase in the amount due from the COUNTY, which shall be calculated as set forth herein based upon the then current COUNTY M&O Tax Rate, capped as set forth below in Section IV.B.9.

2. The Parties hereto agree that the COUNTY's contribution to the Tax Increment Fund shall be used to fund Project Costs including construction of public infrastructure improvements to support the development and revitalization efforts in the ZONE and shall be subject to Section 311.013(d) of the Tax Code. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of nine million, fifteen thousand, four hundred sixty-four dollars ($9,015,464), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan and in accordance with the term of the Zone, (ending on September 30, 2033), whichever occurs first.

B. Tax Increment Payment

1. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A. of this Agreement and as calculated as set forth therein, shall accrue as the COUNTY collects its Tax Increment. The Parties hereto agree that all ad valorem property taxes collected each year by the COUNTY that are attributable to real property in the ZONE shall first constitute taxes on the Tax Increment Base and after the total amount of taxes on the Tax Increment Base have been collected, then the remaining ad valorem taxes collected shall constitute the Tax Increment. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2010 once (i) all tax accounts have been coded by the Hidalgo County Appraisal District, (ii) the Hidalgo County Tax Office has received the list of tax accounts, (iii) collection reports have been provided to the Auditor's Office, and (iii) the COUNTY has received (x) the information required under Section 311.016 of the Tax Code, (y) the fully executed Interlocal Agreement, and (z) the payment request detailing the payment calculation as illustrated in Section IV.A. The amount of the first Tax Increment Payment shall

be based on the Tax Increments that were received up to January 31, 2011, but only for tax year 2010 beginning January 1, 2010. For subsequent payments, the COUNTY agrees to contribute its yearly Tax Increment Payment to the Tax Increment Fund annually not later than the 90th day after the delinquency date for the COUNTY's property taxes (or the first business day thereafter) following the end of each tax year. The amount of each Tax Increment Payment shall be based on the Tax Increments that are received up to January 31st following the end of the tax year, but which have not been previously deposited in the Tax Increment Fund, during the annual periods preceding each deposit date. Under no circumstances shall the COUNTY be required to participate in the ZONE with taxes attributable to periods after 2033.

2. One month prior to a payment required under Section IV.B. of this Agreement, the CITY shall provide to the COUNTY an updated fact sheet that includes detail as to what portion of the Project has been completed to date, a schedule of what portion of the Project is to be completed in the following year and a current roster of the ZONE's board members, including the term of each board member, the entity that appointed the board member and the date for the next annual meeting. In addition to and as part of the CITY's fact sheet, the CITY shall supply the COUNTY with all information as required under Section 311.016 of the Texas Tax Code on or before the 90th day following the end of the fiscal year of the CITY. The CITY shall also request collection reports from the Hidalgo County Tax Assessor Collector and provide a copy of those reports and a payment request detailing the payment calculation as illustrated in Section IV.A. to the COUNTY one month prior to a payment required under Section IV.B. of this Agreement.

3. Pursuant to Chapter 311 of the Texas Tax Code, in the event there is a conflict between the Parties in regards to the amount of the Tax Increment owed by the COUNTY, the Hidalgo County Auditor will make the final determination as to the amount of any Tax Increment owed by the COUNTY under this Agreement. The annual Captured Appraised Value for the real property contained within the ZONE shall be determined by the Hidalgo County Appraisal District on the assessed appraised values and the Hidalgo County Tax Offices' verification of collections in regards to the real property contained with the ZONE.

4. Any delinquent deposit by the COUNTY of a Tax Increment Payment under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code, which states as follows:

> "A taxing unit shall make a payment required by the Subsection (b) [Tax Increment Payment], not later than the 90th day after the delinquency date for the unit's property taxes. A delinquent payment incurs a penalty of five percent of the amount delinquent and accrues interest at an annual rate of ten percent."

The Parties expressly agree that the COUNTY shall not owe any penalty or interest on Tax Increments attributable to taxes that have been levied, but not received by the COUNTY. Further, the COUNTY shall not be liable for the payment of any penalties or interest if the fact sheet required under Section IV.B.2. and the report required under Section 311.016 of the Texas Tax Code, and the payment request detailing the payment calculation required under Section IV.B.2. is not submitted to the COUNTY or in any situation in which the CITY is not obligated to pay penalties and interest.

5. The CITY agrees to comply with the Project Plan. The CITY and the ZONE agree to provide prior written notice to all Participating Taxing Entities of a proposed material change (by which is meant any change that would constitute at least a twenty percent (20%) increase or decrease in either the Project Cost or the scope and scale of the Project) to the Project Plan; provided that any change that is not approved by the COUNTY shall not change the amount of Tax Increment Payments due from the COUNTY. The CITY shall have the right to amend and modify the Project Plan without providing prior

written notice to the Participating Taxing Entities so long as such amendment or modification does not constitute a material change.

6 If the CITY materially breaches this Agreement, then a Participating Taxing Entity may provide written notice to the CITY and the ZONE (with a copy to any other Participating Taxing Entity still contributing Tax Increment Payments) stating its intent to terminate its participation in the ZONE and detailing its objection(s) or concern(s). If the objections and/or concerns, as set out in the notice, are not resolved within 90 business days from the date of such notice, then COUNTY may discontinue its Tax Increment Payments and terminate its participation in the ZONE.

7. Except for contributing its respective Tax Increment Payments to the Tax Increment Fund as set out in this Agreement, the COUNTY shall not have any obligation or responsibility for any costs or expenses associated with the development of the ZONE or the implementation of the Project Plan, including, without limitation, any obligation to pay or repay any bond or other debt issued by another Participating Taxing Entity, the ZONE or the ZONE BOARD relating to the ZONE or any costs associated with the operation of ZONE, the Project or any other projects relating thereto.

8. Notwithstanding anything herein to the contrary, the COUNTY's total Tax Increment Payment to the Tax Increment Fund over the term of the ZONE shall not exceed nine million, fifteen thousand, four hundred sixty-four dollars ($9,015,464), plus any applicable penalty and/or interest allowed in Section 311.013 of the Tax Code, subject to the limitations in Section IV.B.4.

9. The County agrees to participate at one hundred percent (100%) of its COUNTY M&O Tax Rate equal to $0.5107 per $100 valuation on the Captured Appraised Value less Administrative Costs as set forth in Section IV.A.1. of this Agreement. In the event that the COUNTY M&O Tax Rate is less than $0.5107 per $100 valuation on the captured appraised value during any of the years 2010 through 2033, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund shall not exceed the designated percentage of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate during the year the COUNTY tax rate is less than $0.5107 per $100 valuation. In the event that the COUNTY M&O Tax Rate is greater than $0.5107 per $100 valuation on the captured appraised value during any of the years 2010 through 2033, the COUNTY shall retain all taxes collected above the maximum amount of tax increment deposited in the Tax Increment Fund at the designated percentage of the COUNTY'S M&O contribution equal to a tax rate of $0.5107 per $100 valuation on the captured appraised value. The Captured Appraised Value will be the value provided to COUNTY by the Hidalgo County Appraisal District as of January 31st of the year the tax increment payment is due for such tax roll. If the certified taxable value changes after the initial tax increment payment has been made, the change in value will not be included in the tax payment in the upcoming years. COUNTY taxes that are delinquent for more than five years will be considered uncollectible and shall not be included in the tax increment payment.

C. Management of the ZONE

1. The ZONE shall in all respects be managed by the ZONE BOARD, including the Director appointed by the COUNTY. The ZONE BOARD shall have all powers allowed under Chapter 311 of the Texas Tax Code to manage the ZONE and carry out the Project and Finance Plan. The Participating Taxing Entities, during the term of this Agreement, may inspect the Project site and review Project plans and drawings at times and intervals that will not interfere with ongoing operations.

2. The ZONE BOARD shall be composed of five (5) members, as allowed under Section 311.009(b) of the Texas Tax Code. The COUNTY shall have the right to appoint one member of the ZONE BOARD.

D. Expansion of the ZONE

Notwithstanding anything to the contrary contained herein, the obligation of the COUNTY to participate in the ZONE is limited to the description of the ZONE in Exhibit "B" attached hereto and is subject to the terms of this Agreement. The COUNTY's participation shall not extend to the Tax Increment on any additional real property added to the ZONE by the CITY unless the COUNTY approves such participation in writing.

V. RIGHTS AND OBLIGATIONS OF CITY AND ZONE

A. Tax Increment Participation by the CITY

Subject to the terms of this Agreement and the City agrees to participate in the ZONE by contributing to the Tax Increment Fund one hundred percent (100%) of its Tax Increment each year during the term of this Agreement, beginning with the 2010 tax year. The CITY's contributions to the Tax Increment Fund shall end when the CITY has contributed the maximum total contribution provided for herein or when it has contributed all Tax Increments attributable to periods before the ZONE termination date in 2033, whichever occurs first. Notwithstanding anything herein to the contrary, the total CITY Tax Increment Payments over the term of the ZONE shall not exceed ten million, nine hundred eleven thousand, six hundred seventy eight dollars ($10,911,678).

B. Tax Increment Payment

1. The CITY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund as provided above in Section V of this Agreement shall accrue as the CITY collects its Tax Increment. The CITY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax year 2010 by April 30, 2011. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2011, but only for the tax year 2010 beginning January 1, 2010. For subsequent Tax Increment Payments, the CITY agrees to contribute its Tax Increment Payment to the Tax Increment Fund semi-annually on or before March 10th and August 10th (or the first business day thereafter) of each tax year. Any delinquent deposit of a Tax Increment Payment by the CITY under this Agreement shall be administered as provided in Section 311.013(c) of the Texas Tax Code (or its successor provision).

2. The COUNTY, the CITY and the ZONE expressly agree that the COUNTY and the CITY shall not owe any interest on Tax Increments that have been levied, but not received by the COUNTY or the CITY by the delinquency dates specified herein.

C. Financing of Project Costs

Each Participating Taxing Entity shall participate in the payment of Project Costs only to the extent described herein. The CITY and the ZONE shall be entitled to enter into any other agreements for the CITY or the ZONE to pay Project Costs and other reasonable expenses from the Tax Increments paid into the Tax Increment Fund without the consent of any other Participating Taxing Entity, but they will provide notice of such agreement(s) to each Participating Taxing Entity.

D. Disbursement of Funds in the Tax Increment Fund

1. Each Participating Taxing Entity agrees the ZONE BOARD shall administer the Tax Increment Fund on behalf of the ZONE, pursuant to Ordinance No. 2009-09 passed and approved by City Commission of the CITY on December 8 and 29, 2009. No funds shall be disbursed from the Tax Increment Fund without the prior written approval of the ZONE BOARD, and notice of use and disbursement of funds by the ZONE shall be given at least annually to the COUNTY.

2. The only taxing entity to receive administrative expenses is the County.

3. No funds will be paid from the Tax Increment Fund to a Participating Taxing Entity for its financial or legal services incurred in any dispute arising under this Agreement with another Participating Taxing Entity.

VI. TERM AND TERMINATION

A. Agreement Term and Termination

This Agreement shall become effective as of the last date of execution by the Parties hereto, and shall remain in effect until September 30, 2033, unless earlier terminated as provided herein (the "Agreement Term"). Subject to the terms of this Agreement, the COUNTY agrees to participate under this Agreement, beginning with the 2010 tax year and ending in accordance with the terms provided herein. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree and understand that the COUNTY's Tax Increment Payments will not be made for taxes collected after September 30, 2033.

B. Early Termination

Neither the CITY nor the ZONE BOARD shall take any action to terminate the ZONE earlier than the duration of the ZONE as specified herein.

C. Disposition of Tax Increments

Upon expiration or termination of the ZONE and after all bonds have been paid and all reimbursements have been made, any money remaining in the Tax Increment Fund shall be paid to the Participating Taxing Entities on a pro rata basis in accordance with Section 311.014(d) of the Texas Tax Code, or any successor thereto. Accounting to determine the pro rata distribution of remaining funds to the respective taxing entities shall be conducted according to generally accepted accounting principles, and shall be subject to review and audit by the COUNTY upon reasonable request. In the event a discrepancy occurs between the reviews conducted by the CITY and COUNTY, said dispute will be resolved by the respective audit offices of the CITY and COUNTY. In the event the dispute cannot be resolved it shall be submitted to mediation under the rules of the American Mediation Association with a mediator agreed upon by the County Judge of the COUNTY and the Mayor of the CITY.

VII. MISCELLANEOUS

A. Understanding

Any and all costs incurred by the CITY are not, and shall never become, general obligations or debt of any Participating Taxing Entity other than the CITY. With respect to the CITY's costs, only eligible Project Costs and other allowable expenses under applicable law, if any, incurred by the CITY

shall be payable from the Tax Increment Fund in the manner and priority provided in this Agreement and only to the extent that funds become available in the Tax Increment Fund. The Parties agree and understand that under no circumstance shall the eligible costs exceed the maximum specified in the final finance plan passed and approved in accordance with Resolution No. 2010-04 dated April 13, 2010. The CITY and the COUNTY are not obligated above and beyond what is actually collected as tax increment funds.

B. Severability

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained.

C. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

Upon the occurrence of any event that allows the CITY to terminate hereunder, the COUNTY shall have the right to withhold tax increment payments under this Agreement until such time as such event is cured, and the COUNTY shall not incur any penalties or interest with respect to any such withheld payments notwithstanding any provision herein to the contrary. With respect to the COUNTY's obligations, to the extent there is any discrepancy between this Agreement and any exhibit hereto, the terms of this Agreement shall control.

D. Written Amendment

This Agreement may be changed or amended only by a written instrument duly executed on behalf of each Party hereto. All Parties to this Agreement understand and recognize that only the City Commission of CITY and only the Commissioners Court of the COUNTY have authority to approve a change or amendment to this Agreement on behalf of the CITY or the COUNTY, respectively.

E. Notices

All notices required or permitted hereunder shall be in writing and delivered by personal delivery, facsimile or United States Postal Service (certified mail, return receipt requested) and addressed to the respective other Party at the address prescribed in Section I of this Agreement, or at such other address as the receiving Party may have theretofore prescribed by notice to the sending Party. Such notices shall be deemed delivered the earlier of: (i) when actually received by personal delivery or facsimile if received during normal business hours and on the next business day if received after normal business hours; or (ii), if sent by the United States Postal Service, on the date indicated by the United States Postal Service on the return receipt as the date on which it was received by the respective other Party.

F. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, or to enforce by any appropriate remedy, strict compliance

with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Assignment

All Parties to this Agreement understand and recognize that only the City Commission of the CITY and only the Commissioners Court of the COUNTY have authority to approve a delegation or assignment of the COUNTY's or the CITY's rights in this Agreement on behalf of the CITY or the COUNTY, respectively.

H. Successors

This Agreement shall bind and benefit the Parties and their legal successors or assigns. This Agreement does not create any personal liability on the part of any trustee, officer, owner, partner, principal, employee, elected official or agent of a Party to this Agreement.

I. Project Plan

The COUNTY acknowledges that it was provided with a copy of the initial preliminary finance plan for review and comment before the Project Plan was finalized and approved by the City Commission of the CITY. The Parties agree a material change to the Project Plan shall not apply to the COUNTY unless the COUNTY approves the amendment as provided herein if such amendment to the Project Plan (i) has the effect of directly or indirectly increasing the percentage or amount of Tax Increment to be contributed by the COUNTY to the Tax Increment Fund; or (ii) increases or reduces the geographical area of the ZONE set forth in the Project Plan.

J. Access to Financial Information

The ZONE agrees to conduct or to cause to be conducted, at a minimum, an annual financial review, a copy of which will be provided to the COUNTY. Furthermore, each Party to this Agreement shall have reasonable access to financial information and audit reports regarding the operation of the ZONE, contribution of Tax Increment Payments to the Tax Increment Fund, and expenditures from the Tax Increment Fund for Project Costs. In addition, the CITY agrees, during the term of this Agreement, to prepare and deliver an annual report to the COUNTY in accordance with Section 311.016 and 311.0101(c), Texas Tax Code. The COUNTY shall have the right to withhold or delay payments to the Tax Increment Fund until such time as it has received the financial report from the CITY for the applicable tax year, and shall not incur any penalties or interest with respect to any such withheld of delayed payments notwithstanding any provision herein to the contrary.

K. ZONE Designation

The CITY represents that its designation of the ZONE meets the criteria of Section 311.005(a), Texas Tax Code.

IN WITNESS HEREOF, the CITY OF ALTON; HIDALGO COUNTY, AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF ALTON, TEXAS have made and executed this Agreement in triplicate originals on this _____day of _____, 2011.

CITY OF ALTON

Jorge Arcaute
City Manager

ATTEST/SEAL:

Baudelia Rojas, CPM

City Secretary

CITY OF ALTON TEXAS

REINVESTMENT ZONE NUMBER ONE,
CITY OF ALTON, TEXAS

Presiding Officer

HIDALGO COUNTY

By:
Ramon Garcia
County Judge

APPROVED BY
COMMISSIONERS' COURT
ON: 5/23/11

ATTEST/SEAL:

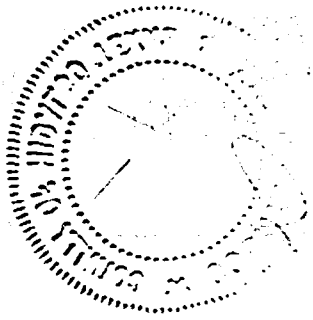
Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

Atlas & Hall, LLP

By:
Stephen L. Crain
~~Atlas & Hall, L.L.P~~

5/23/2011 8:25 AM




CITY OF ALTON
TEXAS

Exhibit A
City of Alton Tax Increment Reinvestment Zone # 1
Project Plan and Financing Plan

Exhibit B
City of Alton Ordinance No. 2009-09

Exhibit A
City of Alton Tax Increment Reinvestment Zone # 1
Project Plan and Financing Plan

FINAL
PROJECT PLAN
AND FINANCING PLAN
FOR

Reinvestment Zone Number One

City of ALTON, Texas

ALTON Redevelopment Project

APRIL 13, 2010

Table of Contents

		Page
I.	EXECUTIVE SUMMARY	3
II.	PROJECT PLAN	8
III.	PROJECT FEASIBILITY	13
IV.	REINVESTMENT ZONE FINANCING PLAN	14
V.	ALTON BOARD MEMBERS	23

EXHIBITS

A.	MAP OF ZONE	24
B.	SUMMARY OF TIRZ REQUIREMENTS	25
C.	LIST OF ZONE PROPERTIES	26

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Alton Tax Increment Reinvestment Zone ("TIRZ") Number One represents an important opportunity for the City of Alton in partnership with Hidalgo County to promote and encourage construction of mixed use industrial, commercial, office warehouse, retail, food service, lodging facilities, market rate and affordable single family and multi-family housing, in areas of the City that have significant and varied impediments to development.

Large and small tracts of land in and around the city have remained undeveloped or are in need of redevelopment due to inadequate city street infrastructure, substandard streets, drainage issues, functional obsolescence, lack of adequate or non-existent fire flow and obsolete platting requirements. The costs associated with the remediation of development and redevelopment issues are of a magnitude that without additional sources of funds the growth of the city will be significantly impaired.

The creation of the TIRZ will provide the following benefits:

1. Funding for necessary public improvements associated with needed development and redevelopment in the city.
2. Replace low value existing land uses including agricultural use with high value commercial, industrial, single and multi-family land uses.
3. Offer employment opportunities and reduce commuting time for Alton and Hidalgo County residents.
4. Help to balance population growth in Hidalgo County.
5. Provide a more efficient use of existing city and county services and infrastructure.
6. Help to address structural imbalances in the Alton economy and housing market.

The proposed TIRZ is comprised of vacant land and functionally obsolete residential and commercial structures throughout the City of Alton. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of West Bella Vista Ave., County Road 2127, West Sycamore Ave., West Eisenhower Ave., Pennsylvania St., Rhode Island St., St. Jude Ave., Mile 6 Road, West Diamond Head Ave., Oklahoma St., Ohio St., North Dakota St., Solar Dr., Inspiration Road South, Main Ave., Buchanan Ave., Mile 5 Road, Los Ebanos Blvd., North and South Trosper Blvd., Louisiana St., Kentucky St., Monroe Ave., Nautilus Ave., McKinley Ave., Combes Ave., Missouri St., Mississippi St., Mahala Ave., Ala Moana St., Kohala Ave., Honolulu Ave., Hawaii St., Compeche Ave., Iowa St., Idaho St., Georgia Ave., North Florida St., 7th Ave., Delaware St., Colorado St., Arizona St., Alton Blvd. S.H. 107, Leverman St., St. Francis Ave., Mile 4 North Rd., South New Jersey St., South Nevada St., South Nebraska St., Kennedy Ave., West Bella Vista Ave., Jefferson Ave., Ignacio Ave., Israel Ave., Harrison Ave., Hayes Ave., Garfield Ave., New Mexico Ave., Nebraska St., Missouri St., Minnesota St. Michigan St., Maryland St., Adams Ave., Andrew Ave., Dawes Ave., Madison Ave., Jackson Ave., Harding Ave., Fillmore Ave., Austin St., Quintanilla Blvd., Alamo St., Maple St., Oak St., Chicago St., Dallas St., Eagle

Pass St., Mayberry Blvd., Clinton Ave., Rabbit Run Ave., Irving St., Kingsville St., Zinnia Ave., Bunny St., Briar St., Nacogdoches St., Eisenhower Blvd., Franklin St., Bryan Blvd., Alvardo St., Mexico St., Buena Vista St., Montemorelos St., Linares St., Diamond Head Ave., Nogales St., Oaxaca St., Rockport St., Santa Fe St., San Antonio St., Jo Beth St., Linda St., Bluebonnet St., Monroe Ave., Waxahachie St., La Pointe Ave., Truman Ave., Stevenson Ave., Lincoln Ave., Aransas St., Roosevelt Ave., Hermosillo Ave., Harding Ave., Vega St., Yankton St., Yoakum St., Zavalla St., South Xanthia St., Laura Ave., Mile 4 Road and J Rock, All city Streets within the corporate limits of the City of Alton including the forenamed streets with an East, West, South or North modifier. The following City of Alton Parks are specifically included within the TIRZ boundaries; Sylvia Vela Park, Joseph Garcia Park, Palm Lake Estates Park, Fireman's Park and Elizondo Park.

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Alton TIRZ District, are:

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension of existing City streets and the provision of fire flow throughout the City

- Provide for new commercial, and residential opportunities through the completion of new connector streets.

- Begin to address the need for expanded housing opportunities for Alton residents and Alton workers who have to commute to work.

- Provide employment opportunities to service increasing population growth within the City of Alton and surrounding Hidalgo County.

- Solve long-range storm drainage issues that affect the City and it's residents.

- Enhance the quality of life within the City and Hidalgo County through Economic Development Incentives.

- Provide for funds for the reconstruction of existing City Streets that impede redevelopment or new development.

- Provide funds for the expansion and reconstruction of existing City Parks and provide funds for the acquisition of land for and funds for the development of new City Parks.

The City of Alton TIRZ District Project Plan and Reinvestment Zone Financing Plan provides a long term program to increase business opportunities and population within the District, using tax increment financing to fund required public improvements. This long-term program is expected to attract additional commercial and residential development to include affordable, work force and market rate housing.

Planned Private Development

The City of Alton TIRZ Development Program includes;

Phase 1	2009-2010	$	6,500,000	Commercial
Phase 1a	2009-2010	$	1,500,000	Single Family
Phase 2	2011	$	3,500,000	Commercial
Phase 2a	2011	$	2,500,000	Single Family
Phase 3	2012	$	10,000,000	Commercial
Phase 3a	2012	$	4,750,000	Single Family
Phase 4	2013	$	3,500,000	Commercial
Phase 4a	2013	$	2,500,000	Single Family
Phase 5	2014	$	3,500,000	Commercial
Phase 5a	2014	$	2,500,000	Single Family
Phase 5b	2014	$	13,600,000	Multi-Family
Phase 6	2015	$	5,000,000	Commercial
Phase 6a	2015	$	2,500,000	Single Family
Phase 7	2016	$	10,000,000	Commercial
Phase 7a	2016	$	2,500,000	Single Family
Phase 8	2017	$	5,000,000	Commercial
Phase 8a	2017	$	2,500,000	Single Family
Phase 9	2018	$	5,000,000	Commercial
Phase 10	2019	$	2,500,000	Commercial
Phase 11	2020	$	5,000,000	Commercial
Phase 12	2021	$	2,500,000	Commercial
Phase 13	2022	$	5,000,000	Commercial
Phase 14	2023	$	2,500,000	Commercial
		$	69,500,000	Commercial
	160	$	13,600,000	Multi-Family
	165	$	21,250,000	Single Family

The total private investment is expected to be in excess of $ 104,350,000.

The projected values of future commercial development are based upon an analysis of the 2007, 2008 and 2009 building permits issued by the City of Alton. Single and multi-family development is projected at levels that begin to meet the needs of the existing population base and the additional need projected from future economic development within the Zone. The City has annexed additional street frontage on Alton Blvd. (S.H. 107) and is working with land-owners to convert low valued agricultural and other temporary uses to higher valued commercial developments.

Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of utilities and fire protection.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $51,900,000 provide for fire flow throughout the City. Presently only the area surrounding Main and Alton has fire flow protection. The plan includes two additional fire flow storage tanks fire plugs and in-ground piping; extension of existing streets, acquisition of right-of-way and reconstruction of major arterials and other city streets, addressing public safety concerns including a fire station that will adequately house the existing and planned new emergency vehicles, addressing housing issues that are impeding economic development, development and implementation of a comprehensive drainage plan to include storage at the four existing calicheras, utility relocation, and Economic Development Incentives. Included in the plan are significant park and recreation expansions to include soccer fields, The public improvements planned for the City of the Alton district are designed to help meet the long-term needs to secure and insure growth and investment in the City and central Hidalgo County.

Planned Public Construction

The City of Alton TIRZ Development Program includes;

Fire Flow Water Storage Facilities, Plugs and Lines		
Fire Flow Northeast/Southeast Quadrant	$	8,000,000
Fire Flow Northwest/Southwest Quadrant	$	6,000,000
Utility Relocation	$	4,500,000
New East West Connectors &		
Reconstruction of Mile 4 and Mile 6 Roads		$10,000,000
Right of Way Acquisition	$	750,000
Street Reconstruction		$2,500,000
Comprehensive Drainage Plan &		
Implementation Program		$3,500,000
Municipal Facilities		
Library	$	2,500,000
Public Safety Facilities		
Fire Station	$	2,500,000
Street Lights	$	625,000
Park Plan		
Quarry Project	$	3,500,000
Park Reconstruction	$	750,000
Calichera Development	$	1,750,000
Hike and Bike Trails	$	500,000
New Park Facilities	$	2,000,000
Hidalgo County Administrative Expense	$	25,000

It is anticipated that construction will begin in calendar year 2011 and will not be completed until 2033. The total costs of the planned public improvements are **$ 51,900,000.**

The TIRZ Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 20,475,167. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Alton TIRZ District.

Section II – Project Plan

Background

On December 7, 2009 the City Commission of the City of Alton held the statutory public hearing on the creation of Alton TIRZ # 1. On October 13, 2009 Hidalgo County, Sharyland ISD and Mission CISD were notified of the City's intent to create a tax increment reinvestment Zone. On December 8, 2009 at their regularly scheduled Commission Meeting the City Commission approved Ordinance 2009-09 authorizing the creation of the TIRZ and Ordinance 2009-10 appointing a Board of Directors for the Zone.

Meetings and statutory presentations were held with individuals and taxing entities in Hidalgo County on the following dates:

- Hidalgo County Commissioner's Office October 13, 2009
- Hidalgo County Economic Development Department October 13,2009
- Hidalgo County Commissioners Court on November 10, 2009.
- Dr. Mona Parras, Hidalgo County designated representative November 23, 2009
- Sharyland Independent School District on October 27, 2009
- Mission Consolidated Independent School District November 11, 2009

Program Concepts

The City of Alton TIRZ District represents an important opportunity for the City of Alton in partnership with Hidalgo County to develop a viable long-range revitalization plan for areas of the City, which have lacked a wide range of commercial, and single and multi-family housing opportunities. New commercial/retail/food service/office warehouse/industrial and lodging construction are the key components of the revitalization plan. Increased employment opportunities for Alton and surrounding county and community residents will be enhanced through the development and redevelopment activity within the Zone.

Development Goals and Objectives

The planned public improvements within the City of Alton TIRZ District will insure the future of the City as a viable option as companies look to expand or relocate. The addition of lodging facilities will complement and expand the City's economic development program through additional funding.

Description of District

The City of Alton TIRZ District is located throughout the City. It uses a series of major through-fares and city street right-of-ways to connect the various properties within the Zone. The market value of property within the Zone is approximately $37,347,667, however, the total assessed value

of the property in the Zone, the Base Value of the Zone, is approximately $31,920,645 per the Hidalgo County Appraisal District. The City of Alton TIRZ zone includes approximately 788.24+/- acres of public and privately held land surrounding the City as shown on the Exhibit "A"

Existing Uses and Conditions

The City of Alton has determined that the improvements in the Zone will significantly enhance the value of all of the taxable real property in the Zone and will be of general benefit to the municipality, and that the Zone area meets the requirements of Section 311.005 of the Act, being that the Zone area:

"is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Alton, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits of Alton;
2. less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by Hidalgo County and the Sharyland ISD or Mission CISD School Districts,
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

City of Alton TIRZ Zoning

Properties within the Zone are currently zoned for commercial development, (C-1 & C-2) single-family development (R-1, R-2, & R-3) multi-family (MF) development, mobile homes (MH), and Agricultural District (AG), It is anticipated that much of the agricultural district land will be rezoned for commercial use. There are no proposed changes in zoning ordinances, the City of Alton Master Plan, building codes or subdivision rules and regulations that would apply to property in the Zone.

Relocation Plan For Current Residences

No relocation of city residences will occur through the implementation of the plan.

Non-Project Costs

Acquiring drainage easements and related drainage construction costs for drainage work done in coordination with the County in the implementation of the master drainage plan and to connect the calicheras are the only non-project costs contemplated by the City..

Proposed Public Improvements

FIRE FLOW

Fire flow in Alton is only available in a small area surrounding Main (FM 676) and Alton Blvd. (S.H. 107). The City has an existing 550,000 gallon water storage facility with a limited number of fire hydrants and water lines. The City obtains it's water from the Sharyland Municipal Water Supply Corporation (SMWSC) and until recently had difficulty in purchasing water to meet its fire flow needs. SMWSC has recently changed its position and now has the ability to meet the fire flow needs of the City. A 750,000 gallon storage tank needs to be constructed in the Northeast quadrant of the City to meet the needs of the northeast and southeast quadrants. Additionally water line and fire hydrants will need to be installed in the rights of way of the existing City streets. The most efficient means of delivering water for fire flow is a looped system so additional easements will need to be acquired where future streets will be constructed. A new 500,000 to 600,000 gallon storage take along with hydrants and water line will be constructed in the northwest quadrant of the city to meet the needs of the existing northwest and southwest quadrants but also to service future planned annexation areas in the northwest quadrant. Fire flow has been an impediment to commercial development within the City as builders and developers have chosen to build elsewhere where more complete fire protection is available.

UTILITY RELOCATION

When existing City streets are reconstructed the installation of new sewer and water lines at new locations are a necessity. Generally when TxDot upgrades state roads the expense of relocating the sewer and water lines falls upon the City.

EAST WEST ARTERIALS AND RIGHT OF WAY ACQUISITION

The City of Alton has large tracts of undeveloped agricultural use property within the City. Streets that were built for farm use when they were constructed need to be widened for future commercial development. To upgrade existing substandard streets the City will need to purchase additional right-of-way from contiguous landowners. In areas throughout the City and particularity in areas north of FM 676 there is a lack of street connectivity. As development has occurred the streets have been installed to take care of only that development. The consequence of this type of development is the forcing of traffic onto streets that were adequately sized as collector streets but not as arterials. The City will encourage street connectivity as part of its platting process but in those areas where plats have previously been approved additional right-of-way will need to be purchased. Mile Road 6 North and Mile Road 4 North will need to be significantly upgraded as the areas on either

side of them begin to develop as they are currently undersized for existing vehicular traffic. The City has an active program of approaching landowners to donate right-of-way for streets where there is a known need to add additional lanes or widen the pavement. The City of Alton as it has developed has generally seen cluster development around its major thoroughfares with little attempt by builders and developers to stub out streets into the surrounding properties. New platting requirements imposed by the City no longer encourage this type of development. A consequence of this is that vehicular traffic is forced onto roads that were adequately sized a decade ago but inadequately sized for today's traffic.

STREET RECONSTRUCTION

The rights-of-way of all of the existing streets in the City of Alton are included within the boundaries of the Zone. TIRZ funds will be used as needed to completely reconstruct streets that are functionally obsolete and can no longer be repaired. The reconstruction will assist with drainage as curbs, gutters, drainage structures and sidewalks will be built as part of the reconstruction.

DRAINAGE

Over the years Alton like almost every other City in the Valley has experienced unanticipated economic growth and unplanned development. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Many developments have occurred without consideration of the impact of the development on the watershed or downstream landowners. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some or all of its ability to retain storm-water runoff. The City needs to upgrade many of its existing drainage facilities and to install additional channels in all areas of the City. The TIRZ will provide for funds to pay for a comprehensive drainage plan for the City to include using the four existing calicheras as catchment basins. The plan must be comprehensive enough to include land in the County that someday may be annexed into the city and land in the County that will be impacted by the growth of the City. Upon completion of the comprehensive drainage plan an implementation program will be developed with priority being given to residential and commercial users in the City that currently have flooding issues with any significant rainfall.

MUNICIPAL FACILITIES ACQUISITION AND CONSTRUCTION

Fire Station: The City's current fire station is inadequate and in need of constant repair. Its size does not allow it to house the existing fleet of fire prevention and other public safety vehicles. The City owns land on Dawson Ave. for a future state of the art facility that will allow it to house needed fire safety equipment and vehicles.

Street Lights: The City police force maintains criminal activity maps that allow them to chart criminal activity. Areas of the City with little or no street lighting are almost always at the top of the

list. The City in conjunction with AEP and Magic Valley has an annual program of installing 15 to 20 lights per year in those areas with the most amount of criminal activity.

Library: A long range goal of the City is a municipal library. Located in the municipal complex at Alton and Dawson Ave. it would complement the Boys and Girls Club as well as providing a community meeting facility.

PARKS INCLUDING SOCCER FIELDS

The City has an identified need for recreational areas for families and its young people. Youth programs for after school and during the summer months are essential for the development of our young people and organized sports activities have been found to be extremely helpful in the development of mature young people. The City will take the lead in the development of additional park and recreational areas but will look to surrounding communities and the School District to assist in operating and developing programs to maximize the use of these new facilities. In particular the City has plans for the development of the Quarry Project also known as Memorial Square into a City Park with a full range of youth activities and water features in the quarry area. The City has set a goal of connecting all of its Calicheras with walking and bike trails. This work will be done in conjunction with the comprehensive drainage plan as some of the areas may also serve as drainage easements to assist in collecting storm water runoff and delivering it for storage in the calicheras

ECONOMIC DEVELOPMENT INCENTIVES

The City of Alton and Hidalgo County will not have the ability to abate taxes as an economic development tool in the Zone. Chapter 311 of the tax code allows for economic development to be an allowable expense. The City will use TIRZ funds to expand the tax base around new development to provide for increased employment for Alton and surrounding Hidalgo County residents. Incentives will be created to encourage landowners to convert vacant street frontage into viable commercial property.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Alton and central Hidalgo County.

Conclusions

Based upon a set of conservative assumptions and analysis of the Project Plan and Reinvestment Zone Financing Plan, the City of Alton has concluded that the Project Plan and Reinvestment Zone Financing Plan is feasible.

SECTION III - Project Feasibility

The feasibility of any development has two aspects that must be considered:

1. Financial feasibility
2. Market or Economic feasibility.

The purpose of the TIRZ is to address the financial aspect of the development. TIRZ incremental funds provide for a portion of the development costs incurred for public improvements, thus insuring the financial feasibility of the Project. This project is financially feasible and can be developed with the funding of public improvements from TIRZ funds, however the City acknowledges that the incremental funds to be generated from the project do not cover all of the cost of the proposed public improvements and that other funding sources will be necessary. As often as is possible the City will use TIRZ funds as matching or seed money to secure additional funding from other sources. The City anticipates that projects will be funded on a pay as you go basis and does not anticipate the issuance of debt.

Market or economic feasibility addresses issues relating to product absorption, type of product, and demand. The existing economic base of the City is expected to increase due to new commercial opportunities that will be generated through business expansion.. Additionally developers and builders have approached the City with preliminary plans for which they will be pulling permits in 2010. The assurance of fire flow will remove a significant impediment to the development of the hospitality industry and allow for the expansion of food service and related projects.

There is demonstrated demand for the type and size of the planned private improvements in the Zone. The public improvements schedule for the Zone will insure that these private improvements are built.

SECTION IV – REINVESTMENT ZONE FINANCING PLAN

Tax Increment Financing

The Tax Increment Financing Act (Chapter 311 of the Tax Code), provides for municipalities to create "reinvestment zones" within which various public works and improvements can be undertaken, using tax increment revenues, bonds or notes, to pay for those improvements. At the time an area is designated a reinvestment zone for tax increment financing ("TIF"), the existing total of appraised (assessed) value of real property in the zone is identified and designated as the "tax increment base." Taxing units levying taxes in the zone during its life are limited to revenues from this base.

Public improvements are made in the area to attract private development that would not otherwise occur. As the costs of new development are added to the tax rolls, property values will rise. This rise in new value is called the "captured appraised value." The taxes that are collected by the participating taxing jurisdictions on the increment between the base value and the new higher value, the tax increment, are then deposited into a TIRZ Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIRZ is dissolved and any remaining amounts of taxes collected are kept by the taxing jurisdiction. In effect, the taxing jurisdictions are "investing" future earnings to receive the benefit of higher tax revenues from new development. Taxing jurisdictions are not restricted from raising their tax rate during the life of the zone. The City acknowledges that the County will set a maximum contributing Tax Rate and any taxes generated above that amount will remain with the County.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $20,475,157 of public improvements will be paid for with TIRZ funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Alton TIRZ. It is not anticipated that tax increment funds in an amount to fully reimburse the City for all approved project costs will be generated over the projected life of the Zone

Financing Method: Incremental funds will be spent as they accrue and TIF Revenue Bonds may be issued for larger projects and paid for with annual TIRZ proceeds. In the event that bonds are issued a sufficient revenue stream will have been established to service the debt prior to the issuance of the bonds. The City does not anticipate issuing bonds in an amount that exceeds $10,000,000.

Financing Policy: The goal of the City of Alton TIRZ District is to borrow only those funds needed as the necessity arises in order to reduce interest expense.

Long Term Financing: The developers of the commercial/industrial/Retail sites, and the single and multi-family homes will arrange for long term financing for their individual projects.

Development Schedule And Assumptions

The Development Schedule is based upon the immediate needs of the City and the public works are listed by priority. The City intends to remain flexible in order to leverage other funds with TIRZ funds to maximize the efficiency of the City's funds.

Begin Construction		2011
Construction Complete		2033
Fire Flow Water Storage Facilities, Hydrants and Lines		
Fire Flow Northeast/Southeast Quadrant	$	8,000,000
Fire Flow Northwest/Southwest Quadrant	$	6,000,000
Utility Relocation	$	2,500,000
New East West Connectors &		
Reconstruction of Mile 4 and Mile 6 Roads	$	6,000,000
Right of Way Acquisition	$	750,000
Street Reconstruction	$	2,500,000
Comprehensive Drainage Plan &		
Implementation Program	$	3,500,000
Municipal Facilities		
Library	$	1,500,000
Public Safety Facilities		
Fire Station	$	1,250,000
Street Lights	$	500,000
Park Plan		
Quarry Project	$	3,000,000
Park Reconstruction	$	750,000
Calichera Development	$	1,750,000
Hike and Bike Trails	$	500,000
New Park Facilities	$	2,000,000
Economic Development Incentives	$	2,500,000
Hidalgo County Administrative Expense	$	25,000

The total budgeted for public improvements is $ 43,025,000

Financial Assumptions

No tax rate changes have been factored into the financial pro forma's for the District. A 3% per year inflation rate in the value of the private improvements has been factored into the pro-forma. All projections assume that taxable appraised value and tax rates will remain unchanged, with the exception of the 3% per year inflation factor, over the entire 25-year life of the District. It has also been assumed that the taxing entities will continue to collect tax revenues at the same rate and that homestead and other exemption rates will remain unchanged. The finance plan assumes a collection rate of 97.5% because 80% of the new development will be in the form of commercial construction, the long-term lenders who do the permanent financing for these types of projects generally require proof that the taxes are current. Residential projects that receive incentive financing will have, as a term of the assistance, to have property taxes included in the mortgage payments. The City acknowledges that in any given year the collection rate will initially be lower with the balance of the taxes due being paid in arrears. The model also assumes that any past due taxes will be paid within a five year period from the date which they were due and that the County will take legal action to collect any taxes past due more than five years. Much of the land in the Zone is designated "agricultural use" by the Hidalgo County Appraisal District and is being taxed at agricultural value. Over the life of the Zone much of this land will convert to commercial and industrial use, however, no roll back taxes have been factored into the model.

Finance Plan

The following six pages make up the City of Alton Tax Increment Reinvestment Zone Number One Finance Plan.

Executive Summary	Page 17
Projected New Value	Page 18
City- County Participation Schedule	Page 19
Schedule of Projected Income	Page 20
Cumulative Income Schedule	Page 21
Project Budget	Page 22

City of Alton
Project Review

City of Alton - TIF Reinvestment Zone # One

Summary Fact Sheet
11/23/2009 Revised 3/18/10

Plan of Finance

	Site Area (estimate)			788.41+/-	Acres
	Base Value (January 1, 2009 estimate)			$35,798,845	

Project:

	Phase 1	2009-2010	$	6,500,000	Commercial
	Phase 1a	2009-2010	$	1,500,000	Single Family
	Phase 2	2011	$	3,500,000	Commercial
	Phase 2a	2011	$	2,500,000	Single Family
	Phase 3	2012	$	10,000,000	Commercial
	Phase 3a	2012	$	4,750,000	Single Family
	Phase 4	2013	$	3,500,000	Commercial
	Phase 4a	2013	$	2,500,000	Single Family
	Phase 5	2014	$	3,500,000	Commercial
	Phase 5a	2014	$	2,500,000	Single Family
	Phase 5b	2014	$	13,600,000	Multi-Family
	Phase 6	2015	$	5,000,000	Commercial
	Phase 6a	2015	$	2,500,000	Single Family
	Phase 7	2016	$	10,000,000	Commercial
	Phase 7a	2016	$	2,500,000	Single Family
	Phase 8	2017	$	5,000,000	Commercial
	Phase 8a	2017	$	2,500,000	Single Family
	Phase 9	2018	$	5,000,000	Commercial
	Phase 10	2019	$	2,500,000	Commercial
	Phase 11	2020	$	5,000,000	Commercial
	Phase 12	2021	$	2,500,000	Commercial
	Phase 13	2022	$	5,000,000	Commercial
	Phase 14	2023	$	2,500,000	Commercial
Totals			$	69,500,000	Commercial
		160	$	13,600,000	Multi-Family
		165	$	21,250,000	Single Family

Assumptions	Captured Value	$	104,350,000	
	Growth Factor		3.00%	
	Collection Rate		97.50%	
	Estimated Total TIF Revenues	$	21,018,920	
	Estimated TIF Life		25	Years

2009 Appraised Value of Zone Properties		$35,798,823	
2009 City of Alton Appraised Grand Total	$	266,953,310	
Per Cent of Assessed Taxable in Zone		13.41%	

Projected Value of New Tax Increment

City of Alton - TIF Reinvestment Zone

Projected New Value of Tax Increment

Year	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Phase 10	Phase 11	Phase 12	Phase 13	Phase 14	Total
2009	8,000,000														8,000,000
2010		6,000,000													6,000,000
2011			14,750,000												14,750,000
2012				6,000,000											6,000,000
2013					19,600,000										19,600,000
2014						7,500,000									7,500,000
2015							12,500,000								12,500,000
2016								7,500,000							7,500,000
2017									5,000,000						5,000,000
2018										2,500,000					2,500,000
2019											5,000,000				5,000,000
2020												2,500,000			2,500,000
2021													5,000,000		5,000,000
2022														2,500,000	2,500,000
2023															
	8,000,000	6,000,000	14,750,000	6,000,000	19,600,000	7,500,000	12,500,000	7,500,000	5,000,000	2,500,000	5,000,000	2,500,000	5,000,000	2,500,000	104,350,000

City of Alton - TIF Reinvestment Zone

Participation

Entity	Tax Rate	Level of Participation	Tax Rate Based on Participation	% of Project	TIF Revenues
Alton	0.5928500	100%	0.5928500	53.62%	$ 11,210,422
Hidalgo County	0.5127000	100%	0.5127000	46.38%	$ 9,694,836
TOTAL	1.1055500		1.1055500	100.00%	$ 20,905,258

Schedule of Projected Income From Value of New Tax Increment

Tax Year	Tax Increment Zone: Beginning Assessed Value	Tax Increment Zone: Annual Value of New Development	Tax Increment Zone: Projected Year-End Assessed Value	Tax Increment Zone: Projected Captured Value	City of Alton: Captured Taxable Value	City of Alton: Tax Rate Contribution	City of Alton: Tax Increments	Hidalgo County: Captured Taxable Value	Hidalgo County: Tax Rate Contribution	Hidalgo County: Tax Increments	Combined TIF Collections	Fiscal Year Ending
2009	31,920,645		31,920,645		-	0.592850		-	0.512700			2009
2010	31,920,645	8,000,000	39,920,645	8,000,000	8,000,000	0.592850		8,000,000	0.512700			2010
2011	39,920,645	6,000,000	46,100,645	14,180,000	14,180,000	0.592850	46,242	14,180,000	0.512700	39,991	86,233	2011
2012	46,100,645	14,750,000	61,293,145	29,372,500	29,372,500	0.592850	81,964	29,372,500	0.512700	70,883	152,848	2012
2013	61,293,145	6,000,000	67,473,145	35,552,500	35,552,500	0.592850	169,781	35,552,500	0.512700	146,828	316,609	2013
2014	67,473,145	19,600,000	75,198,145	43,277,500	43,277,500	0.592850	205,504	43,277,500	0.512700	177,721	383,224	2014
2015	75,198,145	7,500,000	88,073,145	56,152,500	56,152,500	0.592850	250,156	56,152,500	0.512700	216,337	466,493	2015
2016	88,073,145	12,500,000	95,798,145	63,877,500	63,877,500	0.592850	324,578	63,877,500	0.512700	280,697	605,274	2016
2017	95,798,145	7,500,000	100,948,145	69,027,500	69,027,500	0.592850	369,230	69,027,500	0.512700	319,312	688,543	2017
2018	100,948,145	5,000,000	106,098,145	74,177,500	74,177,500	0.592850	398,999	74,177,500	0.512700	345,056	744,055	2018
2019	106,098,145	2,500,000	108,673,145	76,752,500	76,752,500	0.592850	428,767	76,752,500	0.512700	370,800	799,568	2019
2020	108,673,145	5,000,000	111,933,339	80,012,694	80,012,694	0.592850	443,652	80,012,694	0.512700	383,672	827,324	2020
2021	111,933,339	2,500,000	115,291,340	83,370,695	83,370,695	0.592850	462,496	83,370,695	0.512700	399,969	862,466	2021
2022	115,291,340	5,000,000	118,750,080	86,829,435	86,829,435	0.592850	481,907	86,829,435	0.512700	416,756	898,662	2022
2023	118,750,080	2,500,000	122,312,582	90,391,937	90,391,937	0.592850	501,899	90,391,937	0.512700	434,045	935,944	2023
2024	122,312,582	-	125,981,960	94,061,315	94,061,315	0.592850	522,491	94,061,315	0.512700	451,853	974,345	2024
2025	125,981,960	-	129,761,418	97,840,773	97,840,773	0.592850	543,701	97,840,773	0.512700	470,196	1,013,897	2025
2026	129,761,418	-	133,654,261	101,733,616	101,733,616	0.592850	565,548	101,733,616	0.512700	489,089	1,054,637	2026
2027	133,654,261		137,663,889	105,743,244	105,743,244	0.592850	588,050	105,743,244	0.512700	508,549	1,096,598	2027
2028	137,663,889		141,793,805	109,873,160	109,873,160	0.592850	611,226	109,873,160	0.512700	528,592	1,139,818	2028
2029	141,793,805		146,047,620	114,126,975	114,126,975	0.592850	635,098	114,126,975	0.512700	549,237	1,184,335	2029
2030	146,047,620		150,429,048	118,508,403	118,508,403	0.592850	659,687	118,508,403	0.512700	570,501	1,230,187	2030
2031	150,429,048		154,941,920	123,021,275	123,021,275	0.592850	685,013	123,021,275	0.512700	592,403	1,277,415	2031
2032	154,941,920		159,590,177	127,669,532	127,669,532	0.592850	711,098	127,669,532	0.512700	614,962	1,326,060	2032
2033	159,590,177		164,377,882	132,457,237	132,457,237	0.592850	737,967	132,457,237	0.512700	638,198	1,376,164	2033
	$ 104,350,000						$ 10,425,055			$ 9,015,646		
	Annual Growth Factors Years 2008-2009			0.00%	Participation Level		100%	Participation Level		100%	19,440,701	
	Thereafter			3.00%	Tax Rate Growth Factor		0.00%	Tax Rate Growth Factor		0.00%		
	Combined Compound Growth Rate				Tax Rate Collection Factor		97.50%	Tax Rate Collection Factor		97.50%	$ 19,440,701	

Schedule of Projected Income From Value of New Tax Increment Continued:

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2009		
2010		
2011	86,233	86,233
2012	152,848	239,081
2013	316,609	555,690
2014	383,224	938,915
2015	466,493	1,405,408
2016	605,274	2,010,682
2017	688,543	2,699,225
2018	744,055	3,443,280
2019	799,568	4,242,847
2020	827,324	5,070,171
2021	862,466	5,932,637
2022	898,662	6,831,299
2023	935,944	7,767,243
2024	974,345	8,741,588
2025	1,013,897	9,755,486
2026	1,054,637	10,810,122
2027	1,096,598	11,906,720
2028	1,139,818	13,046,539
2029	1,184,335	14,230,874
2030	1,230,187	15,461,061
2031	1,277,415	16,738,477
2032	1,326,060	18,064,537
2033	1,376,164	19,440,701

$ 19,440,701

Project Budget

Begin Construction		2011
Construction Complete		2033
Fire Flow Water Storage Facilities, Hydrants and Lines		
Fire Flow Northeast/Southeast Quadrant	$	8,000,000
Fire Flow Northwest/Southwest Quadrant	$	6,000,000
Utility Relocation	$	2,500,000
New East West Connectors &		
Reconstruction of Mile 4 and Mile 6 Roads	$	6,000,000
Right of Way Acquisition	$	750,000
Street Reconstruction	$	2,500,000
Comprehensive Drainage Plan &		
Implementation Program	$	3,500,000
Municipal Facilities		
Library	$	1,500,000
Public Safety Facilities		
Fire Station	$	1,250,000
Street Lights	$	500,000
Park Plan		
Quarry Project	$	3,000,000
Park Reconstruction	$	750,000
Calichera Development	$	1,750,000
Hike and Bike Trails	$	500,000
New Park Facilities	$	2,000,000
Economic Development Incentives	$	2,500,000
Hidalgo County Administrative Expense	$	25,000

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project-financing plan, the City of Alton has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Alton Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Alton TIRZ Board has concluded that the City of Alton TIRZ District Project Plan and Reinvestment Zone Financing Plan is feasible. The success of the City of Alton TIRZ District project plan will encourage other mixed-use commercial/industrial/retail/lodging and market rate residential and affordable housing. The new residential population base; will support an expanding retail base, will supplement the existing job market, will attract additional private development into the City of Alton and Central Hidalgo County and will serve to stabilize and enhance future property values.

Board of Directors of Tax Increment Reinvestment Zone Number One, City of Alton

1. **Salvador Vela, Chairman**
2. Domingo Villarreal **Hidalgo County**
3. **Arturo Galvan Jr.**
4. **Ricardo Garza**
5. **Richard Arevalo**
6. **Emilo Cantu Jr.**

Exhibit A

Map of Zone Properties

Exhibit B

TIRZ REQUIREMENTS

Section 311 of the State Tax Code (Tax Increment Financing Act) specifies that TIRZ (TIF) project and financing plans meet certain requirements. These requirements are listed below, along with a reference indicating where these elements can be located in the plan.

Project Plan

1. Map of existing uses and conditions	Exhibit A
2. List proposed improvements and uses	Page 15
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 13
5. Proposed zoning changes	Page 9
6. Estimated non-project costs	Page 9
7. Relocation plan for current residents	Page 9

Financing Plan

1. Detailed estimate of project costs.	Page 15
2. Proposed public improvements	Page 15
3. Project Timeline	Page 15
4. Estimated amount of bonded indebtedness	Page 14
5. Time when costs/obligations will be incurred	Page 15
6. Methods of financing, sources of Revenue	Page 20
7. Current total appraised value.	Page 17
8. Estimated captured appraised value	Page 17
9. Duration of Zone	Page 20

Exhibit B
City of Alton Ordinance No. 2009-09

ORDINANCE 2009-09

DESIGNATING AN AREA KNOWN AS THE CITY OF ALTON REDEVELOPMENT PROJECT AS A TAX INCREMENT REINVESTMENT ZONE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; PROVIDING FOR AN EFFECTIVE DATE AND TERMINATION DATE FOR THE ZONE; NAMING THE ZONE "REINVESTMENT ZONE NUMBER ONE CITY OF ALTON; AND ESTABLISHING A TAX INCREMENT FUND.

WHEREAS, the City Commission (the "Commission") of the City of Alton, Texas (the "City") desires to support development and redevelopment in the City to be funded in whole or in part, through the creation of a Tax Increment Reinvestment Zone (the "Zone"), as hereinafter more specifically defined and named and with boundaries as hereinafter provided, pursuant to the provisions of the Tax Increment Financing Act 9the "Act"), Texas Tax Code, Chapter 311; and

WHEREAS, the City indicated its intent to create the Zone at a City Commission meeting on March 11, 2008; and

WHEREAS, The Project will support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, which may include (i) Street Reconstruction, (ii) Fire Flow Storage and Distribution, (iii) Right-of-Way Acquisition (iv) Drainage Improvements, (v) Utility Relocation, (vi) New Collector Streets, (vii) Park Improvements, (vii) Municipal Facilities to include Public Safety Facilities, (viii) and Economic Development.

WHEREAS, pursuant to the Act, the City may designate a contiguous geographical area within the City; and

WHEREAS, Pursuant to the Act, the City has directed that a Preliminary Reinvestment Zone Financing Plan (the "Preliminary Plan") be prepared for the proposed Zone; and

WHEREAS, A Public Hearing was held on December 7, 2008 at 6:00 p.m. in the City Commission Chambers, City Hall to consider the creation of a Tax Increment Reinvestment Zone for the Project and its respective benefits to the City and to property in the proposed Zone; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALTON:

SECTION 1. **DESIGNATING THE AREA AS A REINVESTMENT ZONE.** The area described in Section 2. below and more commonly referred to as the "Alton Redevelopment Project" and officially assigned the name as designated in Section 5. below (which reinvestment zone so described, named and designated is hereinafter referred to as the "Zone", is hereby designated as a Tax Increment Reinvestment Zone.

SECTION 2. DESCRIPTION OF THE BOUNDARIES OF THE REINVESTMENT ZONE. Attached hereto as Exhibit "A", which is incorporated herein by reference for all purposes is a Hidalgo County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in red incorporated in the Zone.

SECTION 3. CREATION AND COMPOSITION OF A BOARD OF DIRECTORS FOR THE ZONE. There is hereby created a Board of Directors (the "Board") for the Zone, with all the rights powers and duties as provided by the Act to such Boards or by action of the City Commission. Pursuant to Section 311.009(a) of the Texas Tax Code the Board shall consist of not less than five (5) and not more than fifteen (15) members.

Each taxing unit other than the City that levies taxes on real property in the Zone may appoint one member to the Board. A unit may waive its right to appoint a member. The City shall appoint the remaining directors of which, one shall be nominated by the Commissioners Court of Hidalgo County.

Appointees shall be for a two (2) year term. Upon expiration of their respective terms of office, replacements to the Board shall be appointed. Vacancies on the Board shall be filled by the respective taxing unit making such appointments for the remainder of the unexpired term.

SECTION 4. EFFECTIVE DATE AND TERMINATION DATE OF THE ZONE. The Zone shall take effect on December 8, 2009 and continue till its termination date of September 30, 2033 unless otherwise terminated earlier as a result of payment in full of all project costs, tax increment bonds, if any, including interest on said bonds as authorized or permitted by law.

SECTION 5. ASSIGNING A NAME TO THE ZONE. The Tax Increment Reinvestment Zone created hereby is assigned the name of "REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON, TEXAS."

SECTION 6. TAX INCREMENT BASE. The tax increment base for the Zone is the total assessed value of all real property taxable by the City and located in the Zone, determined as of January 1, 2009, the year in which the Zone was designated as a Reinvestment Zone (the "Tax Increment Base").

SECTION 7. ESTABLISHMENT OF A TAX INCREMENT FUND. There is hereby created and established in the depository bank of the City, a fund to be called the "REINVESTMENT ZONE NUMBER ONE, CITY OF ALTON, TEXAS TAX INCREMENT FUND" (HEREIN CALLED THE "Tax Increment Fund"). Money in the Tax Increment Fund, from whatever source, may be disbursed from the Tax Increment Fund, invested, and paid as permitted by the Act or by any agreements entered into pursuant to the Act, or as otherwise authorized by law.

SECTION 8. FINDINGS. The City hereby finds and declares that (a) improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City; and (b) the Zone meets the requirements of 311.005 of the Act, being that the Zone area:

"is predominantly open, and because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City" and

The City of Alton, pursuant to the Act, further finds and declares that:

1. the proposed zone is a contiguous geographical area located wholly within the City limits of Alton;

2. less than ten percent (10%) of the property in the proposed Zone is used for residential purposes, as the term "residential" is defined in Section 311.006(d) of the Act;
3. the total appraised value of the taxable real property in the proposed Zone or in existing reinvestment zones, if any, does not exceed fifteen per cent (15%) of the total appraised value of taxable real property in the City and in industrial districts, if any, created by the City;
4. the proposed Zone does not contain more than fifteen percent (15%) of the total appraised value of real property taxable by Hidalgo County and the Sharyland Independent School District and Mission Consolidated Independent School District, and;
5. development or redevelopment within the boundaries of the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 9. DESIGNATION OF A SECTION 311.005(a) ZONE. The Zone is designated pursuant to Section 311.005(a) of the Act.

SECTION 10. SEVERABILITY. If any of the provisions of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstance shall nevertheless be valid, as if such invalid provisions had never appeared herein, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision

SECTION 11. The Zone shall take effect immediately upon passage of this Ordinance, pursuant to Section 311.004(3) of the Act.

The City Commission waives 3rd reading of this ordinance.

ORDINANCE 2009-09 WAS READ, DISCUSSED AND APPROVED BY A VOTE of 5 ayes and 0 nays on this 29th day of December, 2009 at a GENERAL AND DULY CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF ALTON TEXAS, at which a quorum was present and which was held in accordance with Chapter 551, of the Texas Government.

CITY OF ALTON

Salvador Vela, Mayor

ATTEST:

Baudelia Rojas, City Secretary

CITY OF ALTON TEXAS

APPROVED AS TO FORM:

Ricardo Gonzalez, City Attorney

AI-39188 **Purchasing Department 12. A.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

BCAP Pct# 3:
Approval of the following with Jimmy Closner & Sons Construction Company Inc. contracted vendor for Casa De Los Vecinos Subdivision Pct. No. 3 as submitted through project engineer Javier Hinojosa Engineering (C-CAP-12-197-10-16):
a. Application for payment No. 4 (Retainage Release) in the amount of $40,426.38;
b. "Certificate of Construction Completion" reflecting the completion date of April 18, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-206-00-000-041-0-000

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

BUDGETARY IMPACT:

Available balance on Retainage Payable acct. as of 6-13-13 $40,426.38
P.O.#685258

Attachments

Application for Payment No.4 Casa De Los Vecinos Subdivision

Certificate of Construction Completion Casa De Los Vecinos Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	06/11/2013 04:29 PM
Purchasing Department	Darlene Betancourt	06/12/2013 09:59 AM
Budget & Management	Obdett Calzada	06/12/2013 02:03 PM
Manuel Chapa	Manuel Chapa	06/14/2013 01:21 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Marcie Jackson Started On: 06/11/2013 11:51 AM

Final Approval Date: 06/14/2013

APPLICATION FOR PAYMENT NO. 4 (RETAINAGE)

To: HIDALGO COUNTY (OWNER)
From: JIMMY CLOSNER & SONS CONSTRUCTION COMPANY, INC. (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Project: HIDALGO COUNTY PRECINCT NO. 3 COLONIA ACCESS PROGRAM ROUND III ROAD & DRAINAGE CONSTRUCTION FOR CASA DE LOS VECINOS SUBDIVISION
Owner's Contract No. C-CAP-12-197-10-16 Engineer's Project No.
For Work accomplished through the date of April 18, 2013

1. Original Contract Price:		$392,013.75
2. Net change by Change Order No. 1 and Written Agreements(+):		$12,250.00
3. Current Contract Price (1 plus 2):		$404,263.75
4. Total completed and stored to date:		$404,263.75
5. Retainage (per Agreement):		
0% of completed Work:	$0.00	
_____ of stored material		
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$404,263.75
7. Less previous Application for Payments:		$363,837.37
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$40,426.38

6.5.2013

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **Punch List**
5. **Certification of Construction Completion**
6. **Contractor's Affidavit of Release of Liens**
7. **Affidavit of Payment of Debts & Claims**

REQ# 226919 P.O.# 685258
3-1312-206-00-000-041-0-000→$40,426.38
RTNG PAYBLE-JIM&CLSN-PCT3-CASA DE LOS VE

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account 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 3 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 4/18/13

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
(CONTRACTOR)

By: _____
ROBERT CLOSNER, VICE-PRESIDENT
P.O BOX 170
MERCEDES, TEXAS 78570

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 18TH day of APRIL, 2013.

MARK MARROQUIN
Notary Public
STATE OF TEXAS
My Comm. Exp. 10-22-2015

Notary Public
My Commission expires: 10-22-2015

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/31/13

JAVIER HINOJOSA ENGINEERING
(ENGINEER)

By: _____
Javier Hinojosa, P.E.

Exhibit E-C

INVOICE RECEIVED BY
on 6/3/13

GOODS/SERVICES RECEIVED BY:
on 6/3/13

Jimmy Closner & Sons Const., Co., In	Contractor Name
01/23/13	Starting Date
4/18/2013	Project Ending Date
10%	Retainage Percent

Application No.	4 (Retainage)
Application Date:	5/29/2013
Period To:	3/28/13 to 4/18/13
Engineer Firm	JAVIER HINOJOSA 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
3C-1080-141	Casa De Los Vecinos	$ 392,013.75	$ 404,263.75	$ 120,090.00	$ 125,960.25	$ 158,213.50	$ 404,263.75	$ -	$ 40,426.38	$ 404,263.75	$363,837.37	$ 40,426.38
	Subdivision											
		$ 392,013.75	$ 404,263.75	$ 120,090.00	$ 125,960.25	$ 158,213.50	$ 404,263.75	$ -	$ 40,426.38	$ 404,263.75	$363,837.37	$ 40,426.38

Jimmy Closner & Sons Const. Co., Inc. Contractor Name

1/23/2013 Starting Date

4/18/2013 Project Ending Date

CASA DE LOS VECINOS SUBDIVISION Engineer's / County Project Description

Application No.: 4 (Retainage)

Application Date: 5/29/2013

Period To: 3/28/13/13 to 4/18/13

Engineer's / County Project No.: **C-CAP-12-197-10-16**

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value Quan	Original Schedule Value Dollars	Revised Rates	Revised Schedule Value Quan	Revised Schedule Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Fourth Month Monthly Quan	Fourth Month QTY to Date	Fourth Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		ROADWAY																						
1	100	Preparig ROW	STA	$ 650.00	43.74	$ 28,431.00	$ 650.00	43.74	$ 28,431.00	0.00	0.00	$ -	43.74	43.74	$ 28,431.00	0.00	44	$0.00	0.00	43.74	$0.00	$ 28,431.00	0.00	$ -
2	110	Excavation (Roadway)	CY	$ 2.25	8664	$ 19,494.00	$ 2.25	8664.00	$ 19,494.00	8000	8000.00	$ 18,000.00	664	8664	$ 1,494.00	0.00	8,664	$0.00	0.00	8,664.00	$0.00	$ 19,494.00	0.00	$ -
3	247	8" Flex Base (Comp in place) (TY E GR 4)	SY	$ 6.00	16764	$ 100,584.00	$ 6.00	16764.00	$ 100,584.00	6000	6000.00	$ 36,000.00	10764	16764	$ 64,584.00	0.00	16,764	$0.00	0.00	16,764.00	$0.00	$ 100,584.00	0.00	$ -
4	310	ASPH Matrl. (MC-30)	GAL	$ 4.25	3353	$ 14,250.25	$ 4.25	3353.00	$ 14,250.25	0	0.00	$ -	3353	3353	$ 14,250.25	0.00	3,353	$0.00	0.00	3,353.00	$0.00	$ 14,250.25	0.00	$ -
5	340	ASPH Conc. (TY D) (1 1/2")	SY	$ 8.10	14230	$ 115,263.00	$ 8.10	14230.00	$ 115,263.00	0	0.00	$ -	0	0.00	$ -	14230.00	14,230	$115,263.00	0.00	14,230.00	$0.00	$ 115,263.00	0.00	$ -
6	502	Barricades, Sign & Traffic Handling	MO	$ 1,200.00	4.0	$ 4,800.00	$ 1,200.00	4.00	$ 4,800.00	0.0	0.00	$ -	4	4.00	$ 4,800.00	0.00	4	$0.00	0.00	4.00	$0.00	$ 4,800.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV) (PB-2)	SY	$ 15.50	30	$ 465.00	$ 15.50	30.00	$ 465.00	0	0.00	$ -	30	30.00	$ 465.00	0.00	30	$0.00	0.00	30.00	$0.00	$ 465.00	0.00	$ -
		Total Roadway				**$ 283,287.25**			**$ 283,287.25**			**$ 54,000.00**			**$ 114,024.25**			**$ 115,263.00**			**$ -**	**$ 283,287.25**		**$ -**
		DRAINAGE																						
11	530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	$ 15.50	1031	$ 15,980.50	$ 15.50	1031.00	$ 15,980.50	0	0.00	$ -	0	0	$ -	1,031.00	1,031	$ 15,980.50	0.00	1,031.00	$ -	$ 15,980.50	0	$ -
12	530	Driveway (Concrete 3000 PSI)	SY	$ 40.00	368	$ 14,720.00	$ 40.00	368.00	$ 14,720.00	0	0.00	$ -	0	0	$ -	368.00	368	$ 14,720.00	0.00	368.00	$ -	$ 14,720.00	0	$ -
13	529	18" Concrete Curb & Gutter	LF	$ 6.80	8920	$ 60,656.00	$ 6.80	8920.00	$ 60,656.00	7,800	7800.00	$ 53,040.00	1120	8,920	$ 7,616.00	0.00	8,920	$ -	0.00	8,920.00	$ -	$ 60,656.00	0	$ -
14	529	72" Valley Gutter	LF	$ 24.00	180	$ 4,320.00	$ 24.00	180.00	$ 4,320.00	0	0.00	$ -	180	180	$ 4,320.00	0.00	180	$ -	0.00	180.00	$ -	$ 4,320.00	0	$ -
15	464	Convert Grate Inlet To Curb Inlet	EA	$ 1,450.00	9	$ 13,050.00	$ 1,450.00	9.00	$ 13,050.00	9	9.00	$ 13,050.00	0	9	$ -	0.00	9	$ -	0.00	9.00	$ -	$ 13,050.00	0	$ -
16	464	2'X2' Grate Inlet	EA		0	$0.00	$ 1,800.00	5.00	$ 9,000.00							5.00	5	$ 9,000.00	5.00	5.00	$ -	$ 9,000.00	0	$ -
17	473	12" PVC (For Short Side)	LF		0	$0.00	$ 20.00	40.00	$ 800.00							40.00	40	$ 800.00	40.00	40.00	$ -	$ 800.00	0	$ -
18	473	12" PVC (For Long Side)	LF		0	$0.00	$ 30.00	40.00	$ 1,200.00							40.00	40	$ 1,200.00	40.00	40.00	$ -	$ 1,200.00	0	$ -
19	473	12" PVC PVC Connection	EA		0	$0.00	$ 250.00	5.00	$ 1,250.00							5.00	5	$ 1,250.00	5.00	5.00	$ -	$ 1,250.00	0	$ -
		Total Drainage				**$ 108,726.50**			**$ 120,976.50**			**$ 66,090.00**			**$ 11,936.00**			**$ 42,950.50**			**$ -**	**$ 120,976.50**		**$ -**
		GRAND TOTAL				**$ 392,013.75**			**$404,263.75**			**$ 120,090.00**			**$ 125,960.25**			**$ 158,213.50**			**$ -**	**$ 404,263.75**		**$ -**

APPROVED BY:

Javier Hinojosa P.E.
Print Name

5/31/13
Date

Signature

Exhibit E-D

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 18TH DAY OF APRIL , 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: October 16, 2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Jimmy Closner & Sons Construction Co., Inc.
OF THE CITY OF Mercedes STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road and Drainage Construction for Casa De Los Vecinos Subdivision

CONTRACT NO: C-CAP-12-197-10-16
Located in or near the City/Precinct Of Hidalgo County Precinct No. 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$392,013.75
Present Amount of Contract	$404,263.75
Total Amount of earned to Date	$404,263.75
Less: previous payments	$363,837.37
Balance	$ 40,426.38
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 40,426.38

6. That the final payment in the amount of Forty Thousand Four Hundred Twenty Six Dollars and Thirty Eight Cents ($40,426.38) is now due and payable.

Javier Hinojosa Engineering
By: Javier Hinojosa, P.E.

CONCURRED BY:

Jimmy Closner & Sons
Construction Co., Inc.

By: Robert Closner

Title: Vice - President

CONCURRED BY:

Hidalgo County Judge

By: Ramon Garcia

Title: County Judge

AI-39056 **Purchasing Department 12. B.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to add/delete fuel card(s) and/or driver(s) for:

1. Health and Human Services: Driver

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-441-00-340-001-0-626

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

BUDGETARY IMPACT:

Funding available as of 6-12-13

Attachments

Health and Human Services

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:32 AM
Manuel Chapa	Manuel Chapa	06/14/2013 03:28 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Nielda Cavazos Started On: 06/03/2013 02:07 PM

Final Approval Date: 06/14/2013

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	Health & Human Services
Billing Address:	1304 South 25th Ave, Edinburg, TX 78539
Fuel Card Manager:	Eduardo Olivarez
	This person can not have use of the fuel card
Phone Number:	(956)383-6221 **County Email**: eddie.olivarez@hchd.org
Web user Name:	**Password:**
Hidalgo Co Acct Number:	3-1100-441-00-340-001-0-682
Requested By:	Eduardo Olivarez
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Patricia Garcia Ybarra	09/01/1983	152323		

AI-39021 **Purchasing Department 12. C.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for Hidalgo County Community Supervision & Corrections Department (CSCD)- "Purchase of Instant Drug Screening Cups" - RFB No. 2013-150-00-00-SGS. Including the re-advertising of project in the event no bid responses are received and/or rejected and project is still required.

BACKGROUND

1. Current contract will expire on : August 31, 2013
2. New contract will commence on September 01, 2013
3. Proposed schedule of events:
   1st advertisement: June 08, 2013
   2nd advertisement: June 15, 2013
   Bid Opening Date: June 26, 2013

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1297-423-00-320-002-4-604

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

BUDGETARY IMPACT:

Per Purchasing, new grant (fy 4) will be used for this item, available balance as of today $0.00; funding will be available once new grant comes in.

Reference (Fy 3):
Funding available as of 6-12-13 in acct. 3-1297-423-00-320-002-4-604 $28,911.07

Attachments

Procuement Packet-Draft

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:30 AM
Manuel Chapa	Manuel Chapa	06/13/2013 09:24 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Sandy Suarez Started On: 05/30/2013 04:28 PM

Final Approval Date: 06/14/2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Approval of Specifications)

To: **Arnold K. Patrick**
Hidalgo County CSCD

Attn: **Diana G. Solis** **via email: diana.solis@hidalgocountycscd.org**

From: Sandy Suarez, Buyer II

Date: **April 25, 2013**

Re: Bid No. 2013-150-00-00-SGS- Approval of Specifications for Hidalgo County CSCD – "PURCHASE OF INSTANT DRUG SCREENING CUPS"

Please review the current **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If the modified specifications are NOT met, make any and all additional modifications necessary and return the revised copy to purchasing department.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ~~X~~	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: XX YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 3-1297-423-00-320-002-4-604

	Arnold K Patrick	Adult Probation	April 30, 2013
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us; on or before May 01, 2013 @ 10:00 a.m.

Enclosures

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
Hidalgo County Community Supervision and Corrections Department (CSDS)
"Purchase of Instant Drug Screening Cups"
Bid No.: 2013-150-00-00-SGS

Product Specifications:
The Hidalgo County Community Supervision and Corrections Department (CSCD) is seeking bids for an instant drug screening cups which offers zero exposure to the urine collected for the person reading the test results; an integrated drug cup in which the drug test is incorporated or built into the cup. Furthermore, the tool must analyze urine by detecting the presence or absence of drugs or drug metabolites in human urine samples. The urine drug test must be easy to use and easy to read. The product should require no special training for the end user. The instant drug screening cups must include, but is not limited to the following specifications:

1. On-Board Temperature Strip, Validity Controls, and Adulterant Checks
2. Capability of testing multiple drugs at once by using a split specimen drug test of the following substances at the indicated cutoff levels:
    - Amphetamine (AMP) 1000ng/mL
    - Benzodiazepines (BZO) 300ng/mL
    - Cocaine (COC) 300ng/mL
    - Marijuana (THC) 50ng/mL
    - Opiates (OPI) 2000ng/mL
3. U.S. Food and Drug Administration (FDA) 501(k) cleared and Clinical Laboratory Improvement Amendments of 1988 (CLIA) waived
4. Screening Cups must have an accuracy rate of 97% or greater
5. Self-Contained Cup Eliminates Collector Exposure to Specimen
6. Average Shelf life of eighteen (18) to twenty-four (24) months
7. No Special Training required to read or administer the Test
8. Instructional Material and Detailed Instructions included with the product
9. Includes Security Seals incurred in the price of the product
10. All items will be on an **"as-needed basis only"** there is no guaranteed annual volume. An estimated volume is 3,500 cups per month. CSCD reserves the right to purchase greater or lesser product quantities.

TERMS & CONDITIONS:

1. Term of contract is for one (1) year with County's option to extend the contract for an additional two (2) - one (1) year terms under the same rates, terms and conditions

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. 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.

5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.

9. Insurance requirements for this project to be maintained throughout the contract term (Refer to Exhibit "C" for limits)

10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11. 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.

12. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items.

14. Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate

termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, MONTH 00, 2013 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, MONTH 00, 2013 by 5:00 p.m.

Bid No: 2013-150-00-00	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

Hidalgo County Community Supervision & Corrections Department (CSCD)

"PURCHASE OF INSTANT DRUG SCREENING CUPS"

BID OPENING DATE: MONTH 00, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD)-"PURCHASE OF INSTANT DRUG SCREENING CUPS"** in accordance with the specifications/requirements 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 Community Supervision & Corrections Department (hereafter "CSCD).** Strong rationale must be presented for any deviation from the specifications. Hidalgo County Community Supervision & Corrections Department (CSCD) reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2013-150-00-00-SGS-** ***HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD)-"PURCHASE OF INSTANT DRUG SCREENING CUPS*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MONTH 00, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2013-150-00-00-SGS-." HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD) "PURCHASE OF INSTANT DRUG SCREENING CUPS

   Hidalgo County Community Supervision & Corrections Department (CSCD) director 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 Community Supervision & Corrections Department..

3. Hidalgo County Community Supervision & Corrections Department director 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 Community Supervision & Corrections Department (CSCD). Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Community Supervision & Corrections Department (CSCD) 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 Community Supervision & Corrections Department (CSCD). Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. <u>DELIVERY INSTRUCTIONS:</u>

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:

  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation "**HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD) "PURCHASE OF INSTANT DRUG SCREENING CUPS"** 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:

Attn: Diana Solis
HIDALGO COUNTY COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD)
P.O. BOX 970
Edinburg, Tx 78539
(956) 587-6000

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**MONTH 00, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. ~~BID OR PERFORMANCE BOND AND~~ DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT(~~~~if applicable~~**~~)~~**

- ~~If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications~~.

19. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas

Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected

officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against 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 COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT (CSCD)
"PURCHASE OF INSTANT DRUG SCREENING CUPS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Community Supervision & Corrections Department (CSCD) 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 Community Supervision & Corrections Department (CSCD) 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: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

SERVICES
OPERATONS AGREEMENT
FOR
COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

This Operations Agreement (the "AGREEMENT") is made and entered into by and between Community Supervision and Corrections Department ("DEPARTMENT"), a political entity of the Judicial District and

(VENDOR)

WITNESSETH:

NOW, THEREFORE, for and in consideration of the foregoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

APPOINTMENT OF VENDOR: TERM

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the Payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the Services provided for herein.

Term. This AGREEMENT is effective on the date set forth in the initial paragraph hereof and shall continue until August 31, 20___, unless it is terminated earlier pursuant to the provisions hereof, provided, however, that DEPARTMENT shall have the option to renew and extend this AGREEMENT for period of one (1) year term (with such changes as to which VENDOR shall agree), upon the giving to VENDOR a written notice of such intention no later than thirty (30) days prior to the expiration of the initial term.

ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES

1.1 Vendor Rates. DEPARTMENT agrees to make Payment to VENDOR for the delivery of Services, not to exceed One Hundred Thousand and No/Dollars ($100,000.00), with a term beginning on the date of the award and ending on August 31, 20___. VENDOR acknowledges that the total dollar amount of the AGREEMENT is subject to change, at department's discretion, based on needs and circumstances that arise within the overall DEPARTMENT program. VENDOR agrees to the following rates for services as proposed in the Best and Final Offer:

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Description of Products	Quantity	Unit Price	Total Cost
Instant Drug Screening Cups	_____/box	$	$

1.2 Services. The VENDOR shall, in accordance with the same terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed s follows:

Provide instant drug screening cups for the Community Supervision and Corrections Department.

1.3 Operational Plan. The proposal submitted in response to the ITB, RFP or RFB (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operational Plan by which the VENDOR will be audited.

1.4 Performance Measures. The VENDOR shall comply with the Performance Measures included in this AGREEMENT to assist offenders to change their behavior and become productive, contributing members of society by leading a life free of crime.

Strategy 1: Providing training, on site at HCCSCD on the use of drug screening/collection instruments.

Measure: 100% of all requests for training on site, of the test instruments purchased from the vendor, will be provided during the term of the contract.

Adjustment: Any problems that arise related to responding to requests for training will be handled by calling and/or meeting with the vendor, as necessary.

Strategy 2: Provide drug test/collection kits, as detailed in the response to the ITB, RFP or RFB (if applicable), during the contract period.

Measures: 100% of all tests kits purchased will be provided during the contract period within mutually agreed upon time frames and in excellent condition.

Adjustment: The vendor will reimburse HCCSCD 100% per unit for each unit that is not in excellent condition and fails to meet the specifications set forth in the ITB, RFP or RFB.

1.5 Negotiation. The VENDOR will document performance measures and evaluation criteria submitted as the **Operational Plan**, (if applicable). DEPARTMENT can negotiate with the VENDOR during the term of the AGREEMENT to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

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1.6 Referrals, The DEPARTMENT retains control over the offenders referred to VENDOR for the provision of services. If the offender is determined to be in need of additional or different services, the offender is to be referred back to the DEPARTMENT for further action. The process by which this action will occur will be addressed in the Operations Plan, if applicable.

1.7 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to the DEPARTMENT.

1.8 No-Shows. DEPARTMENT will not pay the VENDOR for offenders who fail to attend sessions or meetings.

1.9 Definitions. The following terms used in this AGREEMENT shall, unless the context indicates otherwise, have the meanings set forth below:

AGREEMENT – means this Operations AGREEMENT with all exhibits hereto.

Contract Monitor – means the Person(s) designated by DEPARTMENT as such to ensure that VENDOR complies with terms hereof, by conducting performance audits of the Operational Plan and financial audits of the Program Budget, if applicable.

Counselor – means a Person with appropriate licensure who renders counseling or counseling-related services to an individual, group, organization, corporation, institution, or the general public for compensation.

Offender – means each individual who receives Services from VENDOR hereunder who qualifies for Services and who has been ordered by a court of legal jurisdiction to participate in receiving Services.

DEPARTMENT Policies – means all written policies, procedures, standards, guidelines, directives, and manuals of DEPARTMENT, as same may be amended from time to time, which DEPARTMENT has made available to VENDOR and with which VENDOR has an affirmative obligation to be and remain familiar.

Facility – means the licensed treatment facility where VENDOR will provide Services pursuant to the terms hereof or a Community Corrections Facility as operated by the DEPARMENT.

Licensure Rules – means the terms and provisions contained in applicable regulatory guidelines.

Midnight Strength Report – means the official numerical count of the number of offenders who are Residents present at the Facility at the end of each day calculated at 12:00 midnight, which number shall not include any offenders who were previously removed on that day. Offenders on a temporary leave for less than forty-eight (48) hours shall be included in the county.

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Monthly Invoice – means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the proceeding month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by DEPARTMENT, a copy of which form is attached hereto as Exhibit C.

Operational Plan – means the written operating and audit system devised jointly by DEPARTMENT and VENDOR prior to and during the term hereof pursuant to VENDOR'S policies and procedures submitted in response to the IFB, RFP or RFB (if applicable) whereby the delivery of Services shall be evaluated and monitored, including the Performance Measures to track and evaluate achievement results of offenders, which plan shall contain a mechanism for monthly self-monitoring reports by VENDOR.

Outpatient – means any offender who receives Services on an hourly basis pursuant to the terms hereof and who is not a resident in the facility providing treatment.

Payment or Payments – means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

Payment to VENDOR – means the mathematical product of the following: (a) Resident offenders at non-CCFs: the VENDOR Rate calculated by the number of verified offenders according to the Midnight Strength Report for each day of the billing month; (b) Outpatient offenders: the VENDOR Rate calculated by the number of verified offenders for each hour and billing day for which Outpatient Services were rendered in the billing month.

Performance Measures – means the standards whereby VENDOR and DEPARMENT will determine the effectiveness of the Services, as set forth in Article I hereto.

Person – means any individual, corporation, partnership, joint venture, association, join-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

Program Budget – means the financial management system of proposed revenue and expenditures that VENDOR submitted in response to the ITB, RFP or RFB, if applicable (as same may have been amended prior to the execution hereof), whereby VENDOR implements and maintains its books regarding income and expenditures in the provision of Services at the Facility in accordance with the approved Program Budget (i.e., a program-specific accounting or bookkeeping system).

Resident – means any offender who resides at the Facility and receives Services pursuant to the terms hereof.

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RFP – means that certain Request for Proposal issued by DEPARTMENT for the purpose of soliciting proposals to render Services and with respect to which VENDOR responded and was awarded this AGREEMENT, if applicable.

Services – means the delivery by VENDOR of the chemical dependency program as set forth in this AGREEMENT and exhibits and as outlined in VENDOR'S response to the ITB, RFP or RFB, if applicable.

Term – means the duration of this AGREEMENT as specified in Article I.

VENDOR – means "Name of provider."

Vendor Rate – means the amount paid by Department to VENDOR per day or per hour during the term hereof, determined in accordance with the rates set forth in Article I.

1.10 Insurance. VENDOR shall provide an adequate plan of insurance that provides: (1) coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the Services performed by VENDOR; (2) coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and (2) coverage to protect the State from actions by officers, employees, or agents of the VENDOR or any subcontract(s). VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State and VENDOR with the amounts and coverage's as required by law, in accordance with the following:

A. Claims that may arise out of or result from VENDOR'S actions/omissions/operations hereunder, whether such actions/omissions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

1. Claims under workers compensation disability benefits, and other similar employee benefit actions;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VNEODR employees;

3. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENODOR'S employees;

4. Claims for damages insured by usual personal liability coverage that are sustained by (a) any Person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by (b) any other Person;

5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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6. Claims for damages based on violations of civil rights;

7. Claims for damages arising from fire and lightning and other casualties.

B. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereinunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $300,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

C. Certifications/policies of insurance shall be filed with DEPARTMENT prior to execution of this AGREEMENT. VENDOR shall notify DEPARTMENT within fifteen (15) days of cancellation of any policy required herein.

D. Compliance with the foregoing insurance requirements shall not relieve VENDOR from any liability under the indemnity provisions.

1.11 Indemnification. VENDOR shall indemnify and save the DEPARTMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of VENDOR in the performance of any VENDOR, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, VENDOR, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

1.12 Other. Employee Criminal Background. VENDOR will not permit any employee or independent contractor, who is currently under probation and/or parole supervision, to provide services, to prepare reports or to have access to offenders' client files during the course of providing services under this AGREEMENT. Furthermore, VENDOR will notify the DEPARTMENT within 24 hours if any employee or independent contractor, who provides services to offenders referred through this AGREEMENT, are arrested for and/or convicted of misdemeanor (other than a traffic violation) or felony offense.

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ARTCLE II
REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. The AGREEMENT has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding AGREEMENT enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006, Family Code, VENDOR certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT or for unallowable costs set forth on Exhibit D. VENDOR shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or offender on account of race, color, disability, religion, sex, national origin, age or those who have disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agents of AIDS, VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that provisions will be binding upon each subcontractor.

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2.7 Non-Collusion. VENDOR warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and VENDOR has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III
GENERAL CONDITIONS

3.1 Duties and Obligations. VENDOR shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter effected or implemented.

3.2 Visitation by State Employees. VENDOR shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of Services and contract compliance of the VENDOR.

3.3 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any offender through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the offender's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process required disclosure of an offender's record and shall obtain written acknowledgment of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither VENDOR nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the VENDOR for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation or claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

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4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer offenders for additional services without prior written approval of the DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by the DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with the VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of an offender for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT and/or TDCJ with such information as may be required relating to the Services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of Services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT and TDCJ-CJAD the following:

(a) If any Person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT and TDCJ-CJAD timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;

(b) If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term thereof;

(c) Report an actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide Services hereunder.

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4.7 Withhold Payments. The DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claims is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by the DEPARTMENT within thirty (30) days following the final date of the contact period, or at the DEPARTMENT'S option, within thirty (30) days following the DEPARTMENT'S delivery to VENDOR a notice that amounts paid are to be returned to DEPARTMENT.

4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to VENDOR. VENDOR shall submit Monthly Invoices (in writing or electronically) as required herein and shall received Payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. VNEDOR will provide an itemized list of Services performed during the invoice period, including the names of all offenders served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay VENDOR within thirty (30) days after receipt of the Monthly Invoice (Exhibit C).

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, the VENDOR must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. The VENDOR will refund expenditures of the VENDOR that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V
DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an Event of Default on the part of VENDOR:

a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof;

b. (1) Admit in writing its inability to pay its debts; (2) make a general assignment for the benefit of creditors; (3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order, (4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or (5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not release, stayed, bonded, or vacated within sixty (60) days after such issuance or levy; and

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c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5. 2 Remedy of DEPARTMENT. Upon the occurrence of an event of Default by VENDOR, DEPARTMENT shall notify VENDOR of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of offender; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of VENDOR as provider of Services. In the event of VENDOR'S removal due to an Event of Default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof, provided such failure to pay shall not constitute an Event of Default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this AGREEMENT. Upon such termination, VENDOR shall be entitled to receive Payment from DEPARTMENT for al Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modifications, reduction or termination.

ARTICLE VI
INDEPENDENT CONTRACTOR

VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARMENT, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas and its offices, agents and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR's association with DEPARTMENT

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pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.2 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.3 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.4 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.

7.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

7.6 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.7 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.8 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.9 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

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7.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Executed in_____County, Texas by

HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

BY: ARNOLD PATRICK, DIRECTOR - (SIGNATURE)_____

DATE:_____

VENDOR:_____

BY:_____

TITLE:_____

DATE:_____

APPROVED AS TO FORM:

BY:_____
LEGAL ATTORNEY'S NAME

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EXHIBIT "A"
VENDOR OPERATIONAL PLAN

The proposed submitted in response to the ITB, RFP or RFB (if applicable) as finally negotiated and attached as Exhibit A of this AGREEMENT becomes the Operation Plan by which the VENDOR will be audited.

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EXHIBIT "B"
VENDOR PAYMENT

Means amount(s) agreed to be paid by DEPARTMENT to VENDOR.

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EXHIBIT "C"
MONTHLY INVOICE

Means that certain form or electronic reporting mechanism that VENDOR shall prepare and submit to DEPARTMENT no later than the seventh (7th) day after the end of the month, based on the VENDOR Rate and yielding the Monthly VENDOR Payment to be made by , a copy of which form is attached hereto as Exhibit "C".

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EXHIBIT "D"
UNALLOWABLE COSTS

Any item unallowable by State or any authorized agency, statute, policy, or procedure including, but not limited to, federal guidelines for operation for-profit and not-for-profit entities;

Alcoholic beverages;

Bad debts;

Building and Land purchase, rental purchase, lease purchase, renovation;

Cash payments to intended recipients of Services;

Equipment or reimbursements to or on behalf of vendor-related entities for allowable indirect costs;

Expenses or reimbursements to or behalf of vendor-related entities for allowable indirect costs;

Expenses or costs reimbursed to vendor by other funds with respect to amounts paid by the CSCD for vendor services;

Fines and Penalties;

Firearm, Firearm Components, and Ammunition;

Fundraising; Marketing; and Advertising (advertising is allowable for personnel vacancies and procurement of goods and services only);

Legislative expenses for payment to any elected official from funds received from the CSCD;

Lobbying;

Payments to or on behalf of individuals related to principals of any vendor-affiliated organization(s) or to their employees, unless as allowable indirect costs or unless specific approval is received from the CSCD; and

Tobacco Products.

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Draft State Contract for "Purchase Of Instant Drug Screening Cups"

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Fri, May 31, 2013 08:23 AM

Subject : RE: Draft State Contract for "Purchase Of Instant Drug Screening Cups"

To : Diana Solis <diana.solis@hidalgocountycscd.org>

Cc : Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Okay, I will forward to the buyer assigned to the project.
Thank you
----- Original Message -----
From: Diana Solis <diana.solis@hidalgocountycscd.org>
To: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Cc: Sandy Suarez <sandy.suarez@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thu, 30 May 2013 16:14:39 -0500 (CDT)
Subject: RE: Draft State Contract for "Purchase Of Instant Drug Screening Cups"

****
This message has been scanned by the InterScan for CSC SSM and found to be free of known security risks.
****

Per Mr. Patrick: This contract will do.

Diana G. Solis

Hidalgo County CSCD

Budget/Fiscal Director

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 29, 2013 11:09 AM
To: Diana Solis
Cc: Sandy Suarez; Martha Salazar; Darlene H. Betancourt
Subject: Fwd: Draft State Contract for "Purchase Of Instant Drug Screening Cups"

AI-38759 **Purchasing Department 12. D.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Gabriel Navarro,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to capitalize and assign a county tag asset number to a 1987 Hobbs dump trailer with V.I.N. TR203424 valued at $3,000.00. Asset will be assigned to the Hidalgo County Precinct 4 inventory list.

BACKGROUND

In response to a physical inventory by Fixed Asset Division and Auditor's Office.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Trailer

Value

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/31/2013 10:26 AM
Budget & Management	Obdett Calzada	05/31/2013 11:33 AM
Manuel Chapa	Manuel Chapa	06/06/2013 09:33 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Gabriel Navarro Started On: 05/14/2013 02:27 PM

Final Approval Date: 06/14/2013

HIDALGO COUNTY PCT. #4
FRUEHAUF/HOBBS TRAILER BOX





COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

November 14, 2011

To whom it may concern:

After researching with various trucking companies that own this type of equipment, the value for this trailer, on an average would be $ 3,000.00.

Visually inspected by Roy Balderas, Sr., owner of Roy Hauling Service.

Fruehauf Tractor Trailer Box w/frame.
Serial #VIN.TR203424
L.P #903-3697

Sincerely,

Roman Rodriguez,
Hidalgo Co. Pct. # 4, R&B Director

AI-39085 **Purchasing Department 12. E.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies" Bid No. 2013-088-SMA including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

1. Draft Requirement Agreement document was reviewed by legal counsel 06/03/13
Proposed scheduled
1st advertisement 06/22/13
2nd advertisement 06/29/13
Bid Opening 07/10/13

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1100-421-00-292-001-0-605

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

BUDGETARY IMPACT:

Available funds as of 06/14/13.

FISCAL YEAR: 2013 ACCT. #: 1100-421-00-293-001-0-605

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

BUDGETARY IMPACT:

Available funds as of 06/14/13.

FISCAL YEAR: 2013 ACCT. #: 1100-421-00-294-001-0-605

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

BUDGETARY IMPACT:

Available funds as of 06/14/13.

Attachments

depts approval, draft requiremenets, draft specs,

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:33 AM
Olga Garza	Olga Garza	06/14/2013 11:02 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
MAR 13 2013
By 2:1

MEMORANDUM

(Department's Approval)

TO: **Martin Cantu**
Hidalgo County Constable Pct. 2

ATTN: **Armando Campos, Chief Deputy** **via email:** armando.campos@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: March 8, 2013

RE: **Approval or Disapproval of Specifications for:** ***Bid No. -2013-088-00-00-SMA- Hidalgo County-Purchase of Uniforms & Accessories for Hidalgo County Law Enforcement Agencies***

Please review the following CURRENT **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☐	**DISAPPROVE** ☐
APPROVE WITH MODIFICATIONS ☑	

Funds Availability: _____ YES/_____ NO/_____

Other (Specify) _____

Budget Account No.: 3-1100-421-00-292-001-0-605

SIGNATURE	*PRINTED NAME*	*DEPARTMENT*	*DATE*
	Martin N. Cantu	Constable Pct 2	3-11-13

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, March 22 , 2013 @ 12:00 P.M.

Enclosures

Bid No: 2013-088-07-10-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Purchase Of Uniforms And Accessories For All County Law Enforcement Agencies"

BID OPENING DATE: July 10, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for ***"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** 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: **"RFB-2013-088-07-10-SMA-*"Hidalgo County–Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"*** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on *or before 9:30 A.M., WEDNESDAY, JULY 10, 2013.* NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2013-088-07-10-SMA-*"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order and/or Contract Number (if any)
  - d) Notation-"***-"Hidalgo County– Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"***
    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
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511

17. **SCHEDULE OF EVENTS**

Pre-Bid Conference, 1:30P.M.	**JULY 02, 2013**
Bid Opening, 9:30 AM	JULY 10, 2013
Award of Contract	_____ 2013
Commence Work or Deliver Products	_____, 2013

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 there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act

or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for 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.

Hidalgo County
"Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements
Hidalgo County
"Purchase of Uniforms and Accessories for All County Law Enforcement Agencies"
BID No. 2013-088-07-10-SMA

GENERAL REQUIREMENTS, TERMS AND CONDITIONS

PURPOSE

Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Uniforms and Accessories on an "As Needed Basis" including, but not limited to, the following:

1. **PREPARATION of BID**
   All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. **EMERGENCY PURCHASE**
   Hidalgo County has the authority to utilize State Contracts whenever it is in the County's best interest to do so.

3. **QUANTITIES**
   Quantities are estimates only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an **As-Needed Basis**. Bidder is responsible for accurate final counts.

4. **CONTRACT TERM**
   The initial contract term will be for two (2) years with the County's option to extend for an additional two (2) one (1) year term under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

5. **INSURANCE (requirements)**
   a. The bidder must at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown. (**Refer to Exhibit "C")**
   b. Such insurance is to be provided at the sole cost of the bidder.
   c. Bidder shall furnish Hidalgo County with Certificate of Insurance naming Hidalgo County as additional insured.

6. **MULTIPLE VENDOR AWARD (special requirements)**
   Hidalgo County reserves the right to award this contract to more than one vendor at the County's discretion.

7. **GARMENT FITTING**
   The successful vendor shall be required to measure each deputy in order to provide proper uniform fit for odd sizes and/or custom fit.

8. **PRICING**
   All bid prices for items shall take into consideration shipping and handling costs, embroidery, patches on uniforms and any other items mentioned on specifications as part of the fixed unit price.

9. **SHIPPING/PACKAGING**
   All Individual orders must be packaged individually, and must be folded and wrapped in plastic. The departments name must be indicated on the outside of the package including the packing slip with the following information:
   - Name of address of vendor
   - Name and address of requesting department
   - Hidalgo County Purchase Order Number
   - Description of product(s) or material shipped
   - Quantity of items

10. **BRAND NAMES**
    Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidder may offer items of equal stature and the burden of proof of such stature rests with Bidder. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

DRAFT

11. FABRIC AND COLOR COMPATIBILITY

Due to existing stock, uniforms in use and color compatibility concern, the brand names and colors indicated in the specification are acceptable. Bid proposing any other names and colors will be required to provide a specifications sheet on the material proposing to be equal with the following information addressed.

- Weave
- Weight
- Fiber Content
- Ply of Yarn
- Breaking Strength
- Construction
- Fiber length
- Dye Procedure
- Kaumograph

Uniforms/clothing proposed must match colors and patches/embroidery of uniforms/clothing currently being used by user department.

12. AGE and MANUFACTURE

All tangible goods being bid must be new and unused. All items not specifically mentioned that are required for a complete unit shall be furnished.

13. DELIVERY SCHEDULE

Vendor will ensure that all deliveries will be delivered in full within thirty (30) to forty-five (45) days from purchase order.

14. SAMPLES

a. A sample of the uniform/clothing being proposed **MUST** be submitted at no charge to the County with the bids for review and inspection by Hidalgo County. Arrangements will be made with the vendor to return all uniform/clothing at no charge to the County. **IF SAMPLES ARE NOT SUBMITTED, THE BID WILL BE DISQUALIFIED AND REJECTED.**

15. PRE-BID CONFERENCE

A pre-bid will be held on TUESDAY, July 02, 2013 at 1:30p.m. in Hidalgo County Purchasing Department Conference Room located at 2802 South Business Hwy. 281, Edinburg, Texas. The purpose of the pre-bid conference is to answer any questions associated to the Specifications and/or Requirements. It is the responsibility of the bidder to acquire all applicable data needed to submit a bonafide response. **ALL BIDDERS ARE ENCOURGED TO ATTEND THIS CONFERENCE.**

16. WARRANTIES

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

17. BID AWARD

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

DRAFT

Hidalgo County Constable Precinct No. 1

UNIFORM- I

SHORT SLEEVE SHIRTS (perfection uniforms 2300, 2340 zipper front) equal or better

FABRIC	VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted.
SLEEVES	Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining.
BADGE TAB	Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom.
SHOULDER STRAPS	To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
EPAULETS	Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping
SHIRT SIZES	All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
BUTTONS	To be a melamine button dyed to match the fabric color, 20 ligne.
METAL BUTTON FEATURE*	Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne.
PACKING	Shirts to be polybagged individually.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.

LONG SLEEVE SHIRTS (perfection uniforms 2000, 2040 zipper front) equal or better

FABRIC	VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable.
SLEEVES	Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining
BADGE TAB	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the

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	bottom.
SHOULDER STRAPS	To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
EPAULETS	Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be silvertan with red piping
SHIRT SIZES	Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable.
BUTTONS	To be a melamine button dyed to match the fabric color. 20 ligne.
METAL BUTTON FEATURE	Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne. Silver or Gold “Texas Buttons are required
PACKING	Shirts to be polybagged individually.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2” emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.

TROUSERS (perfection style 2600**DN**) equal or better	
FABRIC	VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave.
DESIGN	Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets.
STRIPING	Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant.. The stripe is red 1” on tan piggyback stripe.
COLOR	Dark Navy
POCKETS	The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5” opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material
POCKETING	All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb.
WAISTBAND	The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
INSIDE TRIM	The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable.
BELT LOOPS	There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt.
ZIPPER	The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
SEAMING	The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged.
SIZE TAG	Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions.
FINISHING AND PRESSING	All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers.
WARRANTY	One year against workmanship or fabric defects.

Error! Bookmark not defined.**TROUSERS (8810X) SIDE POCKET (equal or better)**	
SHELL FABRIC	6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care
COLOR	Dark Navy
TRIM	• Pocketing: 70/30 polyester/cotton twill, not less than 3.0 oz. sq. yd. • Interlining: polyester non-woven. • Binding: polyester/cotton bias cut. • Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip. • Stretch edge control. • Fly zipper: nylon coil, size #5, auto-lock slider. • Side Pocket Zipper: nylon coil, size #5. • Hook and eyes: nickel-plated. • Buttons: melamine, 22 ligne, matching shell fabric.
DESIGN & CONSTRUCTION	• Front quarter pockets; double section-side pockets with hidden cell phone pouch, a 1” Scotchlite strip under each pocket flap, hidden equipment tunnels; and inverted double cord hip pockets with button tabs. (Women Pattern: Front quarter pockets stay-stitched shut for appearance. Can be broken for functionality) • All pocket secured with bartacks. Stretch waistband with fly tab. • Interlined wide belt loops inserted in bottom of waistband and tacked at top. • Double hook and eye closure.

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	Quarter linings in front quarters. Outlets in waistband (back) and thigh inseam. Tandem needle seat seam. Seat, inseam, and out seams pressed open. 10-12 stitches per inch (all seams). Permanent silicone adhesive creases, front and back.
CUSTOMIZATION (OPTIONAL)	Windproof-breathable liner. Removable reflective package. Removable identification package. Hemming.
STANDARD SIZE RANGE	Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 – 37 Women's: Regular Length: even dress sizes 6 – 24

MESUREMENTS	**Men's: Regular Length: Waist Size 36:**			**Women's: Regular Length: Dress Size 12**		
	½ waist	18	(plus 0.25 inches)	1/2 Waist	15.25	(plus 0.25 inches)
	Seat	24	(plus or minus 0.25 inches)	Seat	22.625	(plus or minus 0.25 inches)
	½ Knee	10.875	(plus or minus 0.25 inches)	½ Knee	10.125	(plus or minus 0.25 inches)
	½ Bottom Leg	8.75	(plus or minus 0.25 inches)	½ Bottom Leg	8.5	(plus or minus 0.25 inches)
	Inseam	37	(plus or minus 0. 50 inches)	Inseam	35.875	(plus or minus 0.50 inches)
	Out seam	46.25	(plus or minus 0.50 inches)	Out seam	45.875	(plus or minus 0.50 inches)
	Front Rise	10.375	(plus or minus 0.25 inches)	Front Rise	10.13	(plus or minus 0.25 inches)
	Back Rise	16.875	(plus or minus 0.25 inches)	Back Rise	13.75	(plus or minus 0.25 inches)

UNIFORM-III

POLO-SHORT SLEEVE (5.11 Tactical -71048) equal or better

DESCRIPTION	• 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking • Moisture wicking finish • Tough melamine buttons • No roll Collar with flexible collar strays • Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level • Reinforced dual pen pockets • Polo shirts with name & title embroidered on right breast and badge embroidered on left breast
COLOR	Silvertan
SIZE	Sm – XXL and Larger

TACTICAL PANTS (5.11 Tactical- 74251) equal or better

FABRIC	100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight
POCKETING	80% Polyester 20% Cotton T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	Khaki 055 or Walnut 105
FEATURES & BENEFITS	Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.
POCKETS	• Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty. • Cargo pockets have large flaps and Velcro closure. • Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone. • Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.
SEAMS & STITCHING	• Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching
LABELS	The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.
CLOSURES	Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

JACKETS

FABRIC	Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better) Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: Navy Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred

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	with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. .
POCKETS	There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INSTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket
WINDBREAKER	
DESCRIPTION & COLOR	Windbreaker/navy
BLEND	80% polyester/20% cotton
FABRIC	Poplin weave Outershell
FINISH	Durable water repellant
CARE	Hand wash
LINER	Zip-Out liner
WAISTBAND	Elastic back bottom edge
CLOSURE	Two-way zipper
POCKET	Two pleated patched pockets and flaps with bottom-through closure; tow hand-warmer side panel pockets
CUFFS	Two button adjustable cuff
OTHER	Screen printed light jacket with name and title embroidered on right chest, badge on left chest, constable on the sleeves and on backside.
RAINCOATS	
DESCRIPTION	Length 48"; **he**avy gauge; black/orange; screen-printed with "Constable" on orange side and on left chest
PATCHES	
SHOULDER PATCHES	The department patch must be of the same design and color scheme by the Hidalgo County Constable Pct 1 . The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt). Name Tab Zipper Front Metal Buttons on epaulets and pocket flaps

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Hidalgo County Constable Precinct No. 2

UNIFORM I

SHORT SLEEVE SHIRTS (perfection uniforms 2300, 2340 zipper front) equal or better

FABRIC	VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted.
SLEEVES	Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining.
BADGE TAB	Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom.
SHOULDER STRAPS	Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The Red piping on brown strap.
SHIRT SIZES	All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
BUTTONS	To be a melamine button dyed to match the fabric color, 20 ligne.
METAL BUTTON FEATURE	Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turn back. Six front buttons to be 22 ligne.
PACKING	Shirts to be polybagged individually.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.

LONG SLEEVE SHIRTS) (perfection uniforms 2000, 2040 zipper front) equal or better

FABRIC	VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable.
SLEEVES	Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.

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FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining
BADGE TAB	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom.
SHOULDER STRAPS	Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The red piping on brown strap. The yellow measures 2" in width. The black sits atop with a width of 1.875". The yellow should show only 0.0625" on both sides of the strap. The BROWN & RED material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office.
SHIRT SIZES	Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable.
BUTTONS	To be a melamine button dyed to match the fabric color. 20 ligne.
METAL BUTTON FEATURE*	Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne.
PACKING	Shirts to be polybagged individually.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.
TROUSERS (perfection style 2600ST**)** equal or better	
FABRIC	VISA® System 3 fabric from Milliken & Company, style 707470, 100% Dacron® polyester. Two ply warp and filling, 10.5 - 11 oz. per linear yard, 2 x 1 gabardines weave.
DESIGN	Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets.
COLOR	Brown
POCKETS	The front pocket opening will be a minimum 6-1/2" and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 5-1/2" and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bartack and each back pocket shall be bartacked with a triangular bartack. All front pockets shall be reinforced with a double layer of pocketing material
POCKETING	All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb.
STRIPING	Windproof breathable liner. Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75".Red piping on brown stripping. The black portion should be no wider than 0.5" and the yellow should be 0.75" in total width with only 0.125 of an inch showing on either side of the black. The Black and Yellow material proposed must match the color scheme currently in use by the Hidalgo County Constable's Office
WAISTBAND	The waistband shall be 2" wide and shall be closed with a crush-proofs hook and eye. The waistband curtain, attached with a rocap machine, shall have Snugtex and have Perfection fit stretch on the bottom. Ban-Rol waistband stiffener, 3/4" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The full length of the waistband is fused with Pellon. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.
INSIDE TRIM	The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A one piece French fly made of the outer fabric shall be sewn to the inside right fly. A separate sewn on French fly will not be acceptable.
BELT LOOPS	There shall be a minimum of five (5) belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 - 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be 3/4" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt.
ZIPPER	The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.
SEAMING	The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged.
SIZE TAG	Trousers shall be labeled with the following information: lot number, size, fiber content, and care instructions.
FINISHING AND PRESSING	All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open. There must be a Texpak clip attached to the top fly of the finished trousers.
WARRANTY	One year against workmanship or fabric defects.
UNIFORM –II	
SHORT SLEEVE SHIRTS (8713X) Blauer Street Gear (equal or better)	
SHELL FABRIC	6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care.
COLOR	(45) Silver Tan
TRIM	Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton Hook and loop: Woven Nylon base Buttons: melamine, 20 ligne, matching shell fabric

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DESIGN & CONSTRUCTION	Short sleeve uniform shirt 5 crease military style with permanent sewn in creases Top fused convertible sport collar Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure Epaulets Badge eyelets with internal support strap Extra long shirt tails	
CUSTOMIZATION	Emblems Name Tab Zipper Front Metal Buttons on epaulets and pocket flaps	
SIZE RANGE	Men's: Regular Length: S-3XL , Women's: Regular Length: XS-2XL	
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.	
MEASUREMENTS	**Men's: Regular Length: L:**	**Women's: Regular Length: M**
	Neck: 17.25 (plus or minus 0.5 inches) ½ Chest: 25.25 (plus or minus 0.75 inches) Back Length: 32.5 (plus or minus 0.5 inches)	Neck: 15.5 (plus or minus 0.5 inches) 1/2 Chest: 22(plus or minus 0.75 inches) Back Length: 28.5 (plus or minus 0.5 inches)

UNIFORM-III

POLO-SHORT SLEEVE SHIRTS-5.11Tactical (71048) equal or better

DESCRIPTION	• 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking • Moisture wicking finish • Tough melamine buttons • No roll Collar with flexible collar strays • Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level • Reinforced dual pen pockets • Polo shirts with name & title embroidered on right breast and badge embroidered on left breast
COLOR	BROWN or BLUE
SIZE	Sm – XXL and Larger

TACTICAL PANTS 5.11 Tactical 74251 equal or better

FABRIC	100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight
POCKETING	80% Polyester 20% Cotton T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	Khaki 055 or Walnut 105
FEATURES & BENEFITS	Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.
POCKETS	• Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty. • Cargo pockets have large flaps and Velcro closure. • Knife pocket? Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone. • Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.
SEAMS & STITCHING	• Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching
LABELS	The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.
CLOSURES	Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

B.D.U. (BATTLE DRESS UNIFORM) STYLE PANT

Tan And Black (Or Color Closest To The Tan And Black Of Existing Uniforms)

If The Color Varies Distinctly From Existing Sample Uniform It Will Not Be Considered. This Is Done To Keep The Appearance Of Uniformity.

100% Cotton Ripstop Only.

Pant Must Have:

- Adjustable Waist Tabs
- Two (2) Front Pockets
- Two (2) Rear Pockets
- Two (2) Large Button Down Bellows Leg Pockets
- Reinforced Seat And Knees
- All Seams Double Stitched
- Drawstring Ankle Ties

Pants Must Come In Both Regular And Long Lengths.

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The Sizes Of B.D.U.'S Used Are: ,Small, Medium, Large, X-Large, Xx-Large, Xxx-Large, Xxxx-Large

Note: Shrinkage Allowance Must Be Minimal On Pant And Contain Washing Care Instructions. Material Must Be Machine Washable And Able To Be Ironed**.**

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JACKETS	
FABRIC	Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better) Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: BROWN Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. .
POCKETS	There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and for collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon slipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with a 4 1/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket

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Hidalgo County Constable Precinct No. 3

SHORT SLEEVE SHIRTS (perfection-style 2340DN) equal or better	
FABRIC	Milliken 707430 Poplin, Polyester 100%, Weight 7.25 per yard (liner), 80 warps and 49 filling, Permanent Press with soil release finish.
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. The two (2) military creases in front and three (3) in back of each shirt must incorporate a permanent, modified, silicone crease produced by the "Lintrak System" (equal or better).
FRONT	Left front to have a self-fabric center pleat 1 ½ " wide extending from collar band to bottom of shirt. It shall have two (2) rows of stitching 1" apart. The center pleat to be lined with 100 % Polyester. Right front to have an approximate 3" turn back extending from collar to bottom of shirt. The right front shall have seven (7) buttons.
COLLAR	To be die cut. Convertible collar is to measure approximately 3 ¼" long at point and to be topstitched 3/16" from edge. The interlinings are to be Dacron Polyester, 250 Denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf.
YOKE	Two-ply yoke lined on the inside with Polyester satin. Yoke shall measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch.
SLEEVES	Sleeves are to be one (1) piece, have a 1" hem and finish 10" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bar tacked at the hem.
POCKETS	Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5 ¾ " in width, 2 ½ " in length at the center of 2 1/8" at each side. Flaps to be placed ¼" above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" in width. Velcro 3/8" wide and 1" long to be placed on edges of each flap to secure Velcro placed on pockets. Flaps to be lined with crease'n'tack interlining.
PATCHES	Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam.
BADGE TAB	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap.
SHOULDER STRAPS	To be sewn into sleeve head seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from ach end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack.
BOTTONS	To be a melamine button dyed to match the fabric color, 20 ligne. Removable button features to accommodate metal buttons
ZIPPER	Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt.
METAL BUTTON FEATURE	Dark brown equivalent to Perfection 2340DN shirts are made to accept metal buttons on the shoulder straps, front, and pocket flaps, Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons.
STITCHING	The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16".The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16".
EPAULETS	Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink tan with red piping.
COLOR	(659AP) Brown (equal or better)
CONSTRUCTION	The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased.
WARRANTY	One (1) year against workmanship or fabric defects
SIZES	All Shirts must be available in even and half size neck sizes. "Talls" shall be available as "in-stock" item.
TAG & CARE INSTRUCTIONS	Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling.
LABELING	The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin.

LONG SLEEVE SHIRTS (Perfection-Style 3000BN) equal or better	
FABRIC	Delta Mills, Style #9270 or equal, 100% Polyester, 2x2 Ply Constructions. Weight 9.5 to 10 oz. per yard. Tropical Weave.
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be stitched-creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self-fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 1" apart. The center pleat to be lined with Dacon Polyester, 250 Dener. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two-piece construction.
COLLAR	To be die cut. The back of the stand is to measure 1- ½". The points are to be 3-1/4" in length and top stitched ¼" from edge. The interlinings are to be 100% polyester. 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining.
YOKE	Two piece yoke of self-goods to measure approximately 3" at bottom center of band and 3 ¼" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable.
SLEEVES	Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-1/8" wide and have ¼" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.
POCKETS	Two (2) breast pockets finishing 5 ½ " wide and 6" long to have mitered corners. Both pockets shall have a 1 ½" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1 ½" wide. Velcro ¾" wide and ¾" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5 ¾ "in width, 2 ¾ " in length at the center of 2 ½ " at each side. Flaps to be placed ¼"

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	above the top of each pocket and have one (1) centered buttonhole with button. The left flap to have a pencil opening 1 3/8" wide and 1 secure with bartacks on each side of the openings. Velcro 3/4 "square to be placed on the edge of each flap. Flaps to be lined with crease'n'tack interlining.
PATCHES/EMBLEMS	Two (2) patches per shirt both the same. Uniform vendor will provide patches on shirt- on both shoulder ½" from upper seam.
BADGE TAB	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two (2) small, uncut buttonholes one inch (1") apart with the lower buttonhole approximately 1 ½" above the flap. Sling shall be turned and stitched and sewn down in the bottom.
SHOULDER STRAPS	To be sewn into sleevehead seam and measure approximately 2 1/8" tapering to 5/8" with end pointed. Straps to be set approximately half inch (1/2") from the collar seam. They shall be box stitched to shoulders with a row of cross-stitching two inches (2") from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease'n'tack
BOTTONS	To be a melamine button dyed to match the fabric color, 20 ligne.
ZIPPER	Must include front metal zipper for shirt enclosure from top to bottom with equivalent color to shirt
METAL BUTTON FEATURE	Brown Shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. Four (4) Silver/Gold front buttons to be 20 ligne. Two (2) Silver/Gold buttons for epaulets. Two (2) Silver/Gold buttons for pocket flaps. Some shirts require Silver, and others require Gold buttons
STITCHING	The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting and side closing shall be done with an over edge and safety stitch. The outer edges of the collar are topstitched 3/16". The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/16" from the edges. There is a second row of topstitching ¼" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16".
EPAULETS	Must be set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be sewn to the jacket using a box-cross stitched and shall have a buttonholed. Epaulets will be pink-tan with red piping.
COLOR	(659AP) Brown (equal or better)
CONSTRUCTION	The collar is made by the conventional construction. The top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched. Shoulder straps and pocket flaps are creased.
WARRANTY	One (1) year against workmanship or fabric defects.
SIZES	Shirts shall be available as a stock item sized with the exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable.
TAG & CARE INSTRUCTIONS	Each garment will be identified by permanent size, lot number, cut number, fiber content, WPL and care instruction labeling.
LABELING	The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin.
POLYESTER TWILL TROUSERS – (Style -X13506NS) equal or better	
FABRIC	Milliken 707428, Color: taupe/pick-tan 7496, 100% polyester, Weight: 15.75 oz./linear yard, Weave: 2 x 2 Right Hand Twill, Construction: 92 warp x 62 filling, Tensile Strength: 293 x 201 lbs., Finish: Visa® System III
POCKETING & LINING	All pocketing must be in black, 70% polyester/30% cotton, weave plain , 82 warp x 50 filling, 119 x 98 lbs. The weight must be 3.5 oz./square yard
CREASING	The front and rear creases in the trouser legs incorporate a permanent modified silicone crease produced by the Lintrak® System.
DESIGN	The trousers shall be made from a manufactured from a men's up-to-date uniform trouser pattern. The trouser styling shall incorporate a plain front with two quarter top pockets. Trouser is straight leg bottoms. Topstitched back pockets with triangle bartacks, left pocket has tab to button, zipper fly front with French fly. Inside belly band. Crotch lining. 1 1/2 inch waistband with dropped belt loops.
STRIPE	The trouser must have a stripe from waistband. The stripe shall be brown measuring ½" wide on ¾ red striping on pant leg from waistband down
POCKETS	The front pockets are quarter top style, with a minimum 6 1/2" opening and a 6" depth, measured from the bottom of the opening. The front pocket bags are double tipped and shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 1/2" wide. The back pockets have 5 1/2" openings and are 6" deep. They shall be made with a Reese PW automatic machine and topstitched on the outside with an exposed top and bottom welt inside facing. The left pocket shall have a tab to button. The front pockets shall have straight bartacks at the ends of the openings. The back pockets shall have triangle bartacks at the ends of the openings.
WAISTBAND	The trousers are made with a continuous closed 1 1/2" wide waistband. The full length of the waistband is stabilized with fusible nonwoven interlining. The waistband shall close with a crush proof hook and eye, which are reinforced with canvas stays. There shall be a bartack behind the eye. The 3-strand Snugtex® waistband curtain finishes 2 1/4" wide. 3/4" Ultra BanRol® waistband stiffener is used in the full length of the waistband. The waistband curtain shall be set on with a rocap machine and be closed by stitching below the waistband through the outer fabric and the waistband curtain
BELT LOOPS	There shall be seven (7) belt loops on sizes 38 and smaller, and 8 belt loops on sizes 40 and larger. Each loop is to be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops shall be tacked to the outside of the waistband, folded over the tacking, with the bottom of the loop folded under and tacked to the trousers. The side loops shall be placed 3/4" behind the side seams. The loops shall accommodate a 2" wide belt.
ZIPPER & FLY	The trousers shall close with a YKK brass memory lock zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. Both flies have fusible nonwoven interlining. The right fly has a French fly extension and is lined with pocketing fabric, which extends from the top of the waistband to the inseam. A matching button is stitched to the left waistband curtain to fasten the French fly. A straight bartack shall be stitched at the bottom of the fly from the outside of the garment, through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The zipper and fly topstitching extend to the top of the waistband
INSIDE TRIM	Each front has a 4" wide belly band, made of pocketing fabric. It is sewn to the pocket bag and caught in the fly facing topstitching and the waist seam to provide a smooth front appearance. The crotch lining is made of folded pocketing fabric to provide a double layer and is serge to each front. The right fly lining extension is stitched to the front seat seam allowances and extends to the inseam.
STITCHING	The entire trouser is to be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams are to be serge. The seat seam must be stitched with a tandem needle machine. There is a minimum 2 3/4" seat outlet for alterations.
PRESSING & FINISHING	All loose threads shall be removed. Trousers must be pressed on Hothead presses and properly shaped, with the inseams, outseams, and seat seam pressed open. There must be a Texpak clip attached to the waistband of the finished trousers
SIZES	The trousers shall be unhemmed and available in a regular rise length in waist sizes 28 through 60. Odd waist sizes must be available.
TAG & CARE	Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and

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INSTRUCTIONS	country of origin.

PATROL JACKETS

FABRIC	Outershell: Travis Mills #7450 ,100% Nylon Supplex or equal Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: Brown Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the Removable lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. DEPARTMENT's PATCH MUST BE SEWN ON BOTH SLEEVES.
POCKETS	There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders. Emblem are to be included in the price of the jacket

POLO-SHORT SLEEVE SHIRTS (5.11Tactical #71048) equal or better

DESCRIPTION	• 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking • Moisture wicking finish • Tough melamine buttons • No roll Collar with flexible collar strays • Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level • Reinforced dual pen pockets • Polo shirts with name & title embroidered on right breast and badge embroidered on left breast
COLOR	Dark Navy
SIZE	Sm – XXL and Larger
EMBLEM	Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples.

PROFESSIONAL POLO-SHORT SLEEVE SHIRTS (5.11 Tactical #41060) equal or better

DESCRIPTION	100% Treated cotton to prevent fading, wrinkling,& shrinking, tough melamine buttons, No Roll Collar with flexible collar stays, Reinforced dual pen pockets on left sleeves, Accepts embroidery and silk screening well
SIZES	Small through 3XL
COLOR:	Dark Navy
EMBLEM	Hidalgo County CONSTABLE badge embroidered on left side of chest. Name (bottom) & title (top) to be on right side. Bidders are encouraged to attend the pre-bid conference for viewing of samples.

TACTICAL PANTS (5.11 Tactical 74003) equal or better

FABRIC	100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight
POCKETING	80% Polyester 20% Cotton T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	Brown (108)
FEATURES & BENEFITS	Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.

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POCKETS	• Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty. • Cargo pockets have large flaps and Velcro closure. • Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone. • Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.
SEAMS & STITCHING	• Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching
LABELS	The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.
CLOSURES	Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.
TACTICAL short sleeve shirt (Propper F531150)**equal or better**	
DESCRIPTION	Made of 4-ounce 65% polyester/ 35% cotton ripstop This is an all-season weight, 65% polyester / 35% cotton fabric manufactured in a ripstop weave. The fabric is coated with DuPont Teflon to repel stains and liquids Hidden zipper (mock button) front for ease of use Battle Rip® fabric is lightweight and durable DuPont® Teflon® fabric protector repels stains and liquids Gusseted underarms for better range of motion Two zippered chest pockets Hidden collar stays provide a clean, professional look
SIZES	Small through 3XL
COLOR:	Sheriff brown

Hidalgo County Constable Precinct No. 4

UNIFORM I

SHORT SLEEVE SHIRTS (perfection uniforms 2300, 2340 zipper front) equal or better

FABRIC	VISA System 3® fabric from Milliken & Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester, 250 Denier. Right front to have an approximate 3" turnback extending from collar to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. Convertible collar is to measure 3-1/4" long at points and to be topstitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. Yoke must have a 1/16" topstitch. Shirts with no top stitched back yoke will not be accepted.
SLEEVES	Sleeves are to be one piece, have a 7/8" hem and finish 9-1/2" to 9-3/4" long from the shoulder seam. Sleeve setting and closing shall be done with an overedge and safety stitch. The sleeve is to be bartacked at the hem
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro 3/4" square to be placed on edges of each flap. Flaps to be lined with crease 'n' tack interlining.
BADGE TAB	Inside sling type of self goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down on the bottom.
SHOULDER STRAPS	To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be end approximately 1/2" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
EPAULETS	Silver tan with gold piping
SHIRT SIZES	All shirts must be available in exact neck sizes. Alpha sizes will not be acceptable. In neck sizes 16 through 18 ½ "Talls" must also be available as an "in-stock" item.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
BUTTONS	To be a melamine button dyed to match the fabric color, 20 ligne.
METAL BUTTON FEATURE*	Dark Navy and Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne.
PACKING	Shirts to be polybagged individually.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.

WARRANTY	One year against workmanship or fabric defects.
LONG SLEEVE SHIRTS (perfection uniforms 2000, 2040 zipper front) equal or better	
FABRIC	VISA® System 3 fabric from Milliken and Company, Style #707430, 100% Dacron® polyester, and texturized woven. Weight 7.25 oz. per yard. Single warp, 2 ply filling.
COLOR	Silver Tan
CREASING	Pockets, pocket flaps, collar band and shoulder straps to be die creased to give uniform shape and size. To have two sewn in permanent military creases in front and three in back.
FRONT	To have a self fabric center pleat 1-1/2" wide extending from collar band to bottom of shirt. It shall have 2 rows of stitching 7/8" apart. The center pleat to be lined with 100% Polyester,250 Denier. A self-lined button stand 7/8" wide shall be placed on the right side and extend from collar band to bottom of shirt. There shall be six front and one collar button. Center placket shall be a two piece construction.
COLLAR	To be die cut. The back of the stand is to measure 1-1/2". The points are to be 3-1/4" in length and top stitched 1/4" from edge. The interlinings are to be 100% polyester, 250 denier. Collar band to be lined with crease 'n' tack interlining. Permanent collar stays of proper length are to be sewn inside collar so that no stitches are made through the bottom leaf. The stand shall fasten with one button. All shirts to have satin lining in neck area.
YOKE	Two piece yoke of self goods to measure approximately 2-3/4" at bottom center of band and 2-1/2" at outside edge of yoke. 1/16" topstitch. Shirts with no top stitched back yoke will not be acceptable.
SLEEVES	Each sleeve shall have one piece pointed placket 1-1-1/4" wide both top and bottom, with one button placed on the placket approximately 2-1/4" above the top of the cuff. Sleeve setting and closing shall be done with an overedge and safety stitch. Cuffs to close with 2 buttons and buttonholes, be 2-7/8" wide and have 1/4" topstitching on the edge. They shall be lined with woven, unbleached 100% Cotton interlining.
POCKETS	Two breast pockets finishing 5-3/8" wide and 5-3/4" long to have mitered corners. Both pockets shall have a 1-1/2" box pleat stitched top and bottom to prevent spreading. Left pocket to have a sewn through pencil opening 1- 3/8" wide. Velcro 5/8" wide and 5/8" long to be placed on each pocket to secure Velcro placed on each flap.
FLAPS	To be die cut, creased and scalloped, finishing 5-3/4" in width, 2-3/4" in length at the center and 2-1/2" at each side. Flaps to be placed 1/4" above the top of each pocket and have one centered buttonhole with button. The left flap to have a pencil opening 1-3/8" wide and secured with bartacks on each side of the opening. Velcro ¾" square to be placed on the edge of each flap. Flaps to be lined with crease 'n' tack interlining
BADGE TAB	Inside sling type of self-goods approximately 1" wide to extend from joining seam to pocket of left front. To have two small, uncut buttonholes 1-1/4" apart with the lower buttonhole approximately 1" above the flap. Sling shall be turned and stitched and sewn down in the bottom.
SHOULDER STRAPS	To be sewn into sleeve head seam and measure approximately 2-1/4" tapering to 1-1/2" with end pointed. Straps to be set approximately 1" from the collar seam. They shall be box stitched to shoulders with a row of cross stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Shoulder straps are to be die cut, creased and lined with crease 'n' tack.
EPAULETS	Silver tan with gold piping
SHIRT SIZES	Shirts shall be available as a stock item sized with exact neck size and exact sleeve length. Any combination neck size or sleeve lengths are not acceptable.
BUTTONS	To be a melamine button dyed to match the fabric color. 20 ligne.
METAL BUTTON FEATURE*	Navy shirts are made to accept metal buttons on the shoulder straps, fronts, pocket flaps and cuffs. The right front on these shirts is to have an approximate 1-1/2" turnback. Six front buttons to be 22 ligne.
PACKING	Shirts to be polybagged individually.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.
ZIPPER CLOSURE	All shirts must have a front closure with a 14" nylon separating zipper.
WARRANTY	One year against workmanship or fabric defects.
TROUSERS (flying cross -fechheimer #38205) equal or better	
FABRIC	100% Polyester, 11-11½ oz. per linear yard, weave-serge
SYLE	Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. Work wear industrial style construction is unacceptable and shall be cause for rejection
COLOR	Forest Green
LINING MATERIAL	The pocketing and fly lining material shall be 70% Polyester / 30% Cotton, 2.9 oz. per square yard (60" width) with a minimum 78 x 48 count. Pocketing must have a durable press finish and the color of the pocketing must be black.
WAISTBAND	The waistband shall be constructed using the "closed method" and shall measure a minimum of 1-7/8" wide when finished. The waistband curtain shall finish a minimum 2-1/8" wide and is to be made of the same fabric and color as the pocketing material and shall be attached to the top of the trouser with a zigzag stitch. The waistband curtain must contain Tru-Grip, a ½" surface area composed of thin 55 gauge rubber for maximum comfort and performance. The Tru-Grip acts to help keep shirts tucked in securely. (Substitution of a silicone strip or strips in place of Tru-Grip shall not be acceptable and shall be cause for rejection.) The waistband curtain is composed of a wet laid non woven canvas weighing 3.3 oz. per square yard. The canvas is covered in the same color and material as the pocketing. The ½" rubberized surface area is positioned 1-¼" up from the bottom of the curtain. The specifications for the rubberized Tru-Grip curtain are as follows: Width: 1-1/8-inch Warp: 300 Denier Texturized Polyester Filling: 300 Denier Texturized Polyester Rubber: 55 Gauge Count: 32-36 yarns per inch Contents: 59% Polyester/41% Rubber The waistband must contain ¾-inch Ban-Rol to prevent roll over at the trouser front. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for wearer comfort. The hook and eye shall be reinforced with 7/8-inch non-woven stay tape that is anchored with topstitching through and through to the top of the waistband (bartacks in place of topstitching shall be cause for rejection). In addition to the stitching of the waistband when it is set onto the trouser, the waistband must also be topstitched below the waistband seam through the waistband curtain for added strength. The back center seam of the trouser is to be finished to allow for alterations (with ample basic fabric and waistband curtain material to allow trouser size to be increased at least one size). The outlet in the seat is to be in proportion to waist outlet so seat may also be let out. Seat seam must be sewn with a tandem needle machine (double-needle stitch) for maximum strength.
BELT LOOPS	There shall be a minimum of seven belt loops 3/4" in width of double thickness. Each loop must have a non-woven interlining for added

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	durability. All loops (except back center) must be sewn into the top and bottom of the waistband ("dropped" belt loops that are tacked to the outside of the trouser all around waist shall be cause for rejection). The top of the belt loops (except back center) shall be sewn into the waistband curtain seam with a Rocap machine using a zigzag stitch. The bottom of the center back loop shall be tacked to the trouser and the top of the loop tacked to the outside of the waistband to allow for easier waist alteration.
POCKETS	The two (2) front pockets will be quarter top style with a minimum opening of 6" and a minimum depth of 4-1/2" measured from the bottom of the opening. Front pockets to have firm straight bartack at bottom of pocket openings. Pockets shall be constructed using the stitch, turn, and topstitch method. Front pocket facings to be made of the basic trouser fabric and shall be a minimum of 1". Front pocket barrier shall also be made of the basic trouser fabric and to measure a minimum of 2" (measured to the inside edge of pocket lining). The two (2) hip pockets shall have a minimum 5-3/8" wide (bartack to bartack) opening and a minimum depth of 5-3/4 " measured from the bottom of the pocket opening. Hip pockets shall be constructed using the double welt method on an automatic welt machine. The welts shall be finished in such a manner that there is no topstitching (topstitched hip pockets shall be cause for rejection). The corners of the hip pocket openings shall have straight firm bartacks for reinforcement (use of triangular bartacks shall be cause for rejection). Hip pocket facing to be made of basic trouser fabric and shall be a minimum of 3/4" and the barrier shall also be made of the basic trouser fabric and to be a minimum of 1-1/2". The left hip pocket shall have a centered tab made of basic trouser fabric inserted into the top welt with bartacks at the top and bottom of the tab to form an opening for a button. A button shall be located below the bottom welt corresponding in location with the tab, which shall be interlined with non-woven for added durability. There shall be a dart centered above each hip pocket to waistband. Dart shall be approximately 2-3/4" long tapered from 3/8" at waistband and shall be installed with automatic equipment for a clean non-puckered finish.
FLY:	Trouser shall have a brass metal zipper with memory lock brass slider secured by metal stopper at base. There shall be a French Fly tab closure on the inside of the right fly. The tab shall be double ply made of the basic trouser fabric (tabs made of pocketing material or a "grown on" French Fly will be cause for rejection). The right fly shall be lined with the same fabric and color as the pocketing. The fly lining shall be sewn to the left fly continuing below the zipper into the crotch area in a neat and durable manner. A button shall be located on the left fly corresponding with the French Fly tab to provide a clean and comfortable closure. Topstitching of fly to be installed with automatic "J" stitch equipment eliminating puckering and providing a clean finish. There shall be a firm straight bartack at the bottom of the fly going through the zipper tape for maximum strength. Bartack shall line up with starting point of "J" stitch.
SEAT	Seat must be sewn with a Tandem Needle Machine (double-needle stitch) for maximum durability.
STITCHING, PRESSING & FINISHING	Trouser must be stitched with matching thread. Trouser must be neatly pressed on Hothead Presses and properly shaped. Outseams and inseams are edge serged on automatic equipment for uniformity of quality and shall be pressed open for a smooth pucker-free finish with repeated cleaning and pressing. Trouser must be cleaned and finished to eliminate loose threads.
STOCK SIZES	Trouser must be available from stock in the following sizes: SHORT RISE: 28 - 40 (EVEN ONLY) REGULAR RISE: 28 - 56 (EVEN ONLY OVER 38) LONG RISE: 32 - 42 (EVEN ONLY)
LABELS:	Trouser must have a permanent label providing care instructions and small woven label indicating waist size. A removable paper ticket showing the size, fabric content, cut number, and WPL and RN number must be on the outside of the waistband. Ticket to be matchbook style installed with plastic staples for easy removal without damaging trouser material and showing size when trousers are stacked.

UNIFORM –II

SHORT SLEEVE SHIRTS (8713X) Blauer Street Gear -equal or better

SHELL FABRIC	6.5 oz. per square yard 2 X 1 twill weave in a 65% polyester / 35% cotton fiber blend with 3XDRY® comfort finish and 10-12% filling stretch that is pre-cured for wrinkle resistance. Machine washable and dry cleanable cotton blend provides user comfort, uniform appearance, durability, and easy care.	
COLOR	(45) Silver Tan	
TRIM	Interlining: Small Parts: 100% polyester Front Placket: 50% Polyester 50% Cotton Hook and loop: Woven Nylon base Buttons: melamine, 20 ligne, matching shell fabric	
DESIGN & CONSTRUCTION	Short sleeve uniform shirt 5 crease military style with permanent sewn in creases Top fused convertible sport collar Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure Epaulets Badge eyelets with internal support strap Extra long shirt tails	
CUSTOMIZATION	Emblems Name Tab Zipper Front Metal Buttons on epaulets and pocket flaps	
SIZE RANGE	Men's: Regular Length: S-3XL AND Women's: Regular Length: XS-2XL	
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with 4 1/2" emblem 80% embroidery with plastic backing. Emblems are to be included in the price of the shirt.	
MEASUREMENTS	**Men's: Regular Length: L:**	**Women's: Regular Length: M**
	Neck: 17.25 (plus or minus 0.5 inches) ½ Chest: 25.25 (plus or minus 0.75 inches) Back Length: 32.5 (plus or minus 0.5 inches)	Neck: 15.5 (plus or minus 0.5 inches) 1/2 Chest: 22(plus or minus 0.75 inches) Back Length: 28.5 (plus or minus 0.5 inches)

TROUSERS (5.11 Tactical Men's PDU #74338 Class A Twill) equal or better

FABRIC TYPE	Main Body: 65% Polyester 35% Cotton 7.25 oz PDU® Twill with Teflon® finish Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave
FEATURES & BENEFITS:	Self adjusting tunnel waist for ease of movement. Silicone internal gripper waistband will help keep your shirt tucked in. Diamond gusseted crotch for added durability and range of motion. Permanent military creases for the professional appearance.

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	Genuine YKK® zippers and PRYM® snaps to help prevent failures. Machine washable easy care. Hidden side seam pockets and coin pocket inside wearer's right hand pocket
STITCHING & FINISHING:	Durable 5-7 thread seam construction with 10 stitches per inch. Non-raveling lock stitch top stitching. 3 thread overlock placed at left and right inside fly, front rise, side seams, inseams, and bottom hem. Lock stitch seam placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams. Single needle topstitch at belt loops, tacked down and up and left fly outline. Edge stitch at waistband top and bottom, belt loops edges, right fly edge, around fly tab, front and back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges. 1/4" single needle topstitch at front pocket opening edges. 1/4" gauge double needle stitching at waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags. Bartacks at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, at left fly upper and top, front pocket bottom openings, and back welt pocket ends. Triangular bartacks at back welt pocket ends Key-hole button hole placed at center of fly tab.
CLOSURES:	Fly zipper is metallic YKK® zipper with locking slider. Side seam hidden pocket zipper is a coil YKK® zipper. Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip. Buttons on inside French fly, back pockets and a spare placed at wearer's left pocket bag are Aetna Melamine satin finish 4-hole style and are cross tacked.
LABELS:	The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant
SIZES:	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLORS:	Sheriff Green

UNIFORM-III

POLO-SHORT SLEEVE SHIRTS -5.11 TACTICAL-(71048 EQUAL OR BETTER

DESCRIPTION	• 100 % Treated 6.4 oz. Interlocked cotton fabric to prevent fading, wrinkling and shrinking • Moisture wicking finish • Tough melamine buttons • No roll Collar with flexible collar strays • Mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level • Reinforced dual pen pockets • Polo shirts with name & title embroidered on right breast and badge embroidered on left breast
COLOR	Silver tan
SIZE	Sm – XXL and Larger

TACTICAL PANTS- 5.11 TACTICAL 74251 EQUAL OR BETTER

FABRIC	100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight
POCKETING	80% Polyester 20% Cotton T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	OD Green
FEATURES & BENEFITS	Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.
POCKETS	• Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty. • Cargo pockets have large flaps and Velcro closure. • Knife pocket Is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone. • Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.
SEAMS & STITCHING	• Seams are durable with 10 stitches per inch and extra heavy 5-thread construction. • Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching
LABELS	The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.
CLOSURES	Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

TACLITE PRO PANTS #74273- equal or better

FABRIC & FINISHING	• Main body: 65% Polyester, 35% Cotton , 6.14 oz, tear resistant Ripstop; with HR Teflon water resistant • Pocketing : 65% Polyester 35% Cotton, 3.2 oz T/C, tightly woven poplin
SIZE	Pants must be available in Regular, Short, Long and X-Large Long. from stock
COLOR	Department to determine color
DESIGN FEATURES & BENEFITS	Self adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant has double seat and double knees of self fabric with knee pad openings inside.
DESIGN DETAILS POCKETS:	• **Front and Back Pocket** openings are reinforced with Cordura binding on knife clip area. Pocket openings are firmly bar tacked. Front pocket bags are made of durable Poly/cotton

DRAFT

	blend. Pocket bags are extra deep and finished clean inside the pant with stitched edge for heavy duty. • **Knife Pocket** has extra firm welt for knife clip, and is sized to accommodate C.U.B. knife or hide a magazine. • **Cell Pocket** is gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety. • **Back Pockets** are made of self fabric; they are extra large with easy access open tops and Velcro closure. • **Cargo Pockets** have expandable inverted box pleat in the center and flap with two-Velcro closures.
SEAMS & STITCHING	• **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction. • **Top Stitchings** are non-raveling lock stitchings. Belt loops are double top stitched, and bar tacked on all corners. Back pocket openings and tool strap are cross bar tacked. Side seams, fly outline, front rise and seat seam are double stitched. Crotch gusset is top stitched, crotch points and fly are bar tacked. Front pocket openings, pocket flaps, knee patches, and double seat are double top stitched. Cargo pockets are set with double stitching. Pocket and pocket flap setting stress points are bar tacked
LABELS	The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant.
CLOSURES	Closures are high quality, proven performance brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is PRYM snap with extra firm grip. Inside button is cross stitched.
TIES	
DESCRIPTION	Clip-on tie, with buttonhole you can slide small end of tie through the loop and button to shirt size 3" wide with permanent knot, made of polyester
SIZES	regular: 17 ½ -long: 19 ½
COLOR	Forest Green
COWBOY HATS	
DESCRIPTION	Felt cowboy hat: Stetson felt (equal or better), Style: Roper, 4" brim, quality 4X or better
SIZES	sizes 6 ¾ and larger
COLOR	To be determine by department
JACKETS	
FABRIC	Outershell: Travis Mills #7450 100% Nylon Supplex (equal or better) Removable Lining: 104x86 Thread Count, 70 Denier Nylon Taffeta or equal Color: Navy Thinsulate by 3M quilted 200-gram body with 100-gram sleeve or equal. 100 % Nylon taffeta, thread counts 104x86 or equal
DESIGN	The jacket shall be a full cut, waist length model with two-way zipper front, Thinsulate zip-in/zip-out liner, shirred waistband, and zippered side vents. Coat construction shall be used throughout the body and sleeves being fully lined
BODY DETAIL	The front shall be plain with patch pockets, flaps and badge tab. The inside facings shall be made of outer fabric and are to be sewn on top of the nylon lining which extends to the front edge of the jacket. There shall be a one piece back designed with the Articulated Gusset for full freedom of movement. There is to be a separate 2- ½" shirred waistband with 2- ½" heavy duty elastic. The entire waistband is to be shirred with the exception of an area 5 ¾" on either side of the front opening. There shall be side zipper entry on both side seams, approximately 11" in length and secured by a nylon zipper and elasticized snap closure. The shoulders shall have pads. A self goods reinforcement strip, approximately 3", shall be sewn on the inside of the jacket joined at the top of the waistband and extending from side to side.
INSIDE DETAIL	On the left side of the coat, there shall be a gun pocket installed on the permanent lining to accept a small frame handgun. The gun pocket shall have a minimum opening of 4 ½" and be a minimum of 6" deep. The gun pocket shall be furnished with a strap and snap closure. Bartacks shall reinforce the opening. There shall be two cut-in pockets on the left and right sides measuring approximately 5 ¼" wide and 6" deep. There shall be a strap and snap on the lining of each sleeve end for attaching the zip in liner. The bottom of the coat on the inside shall have a 4" piece of outer shell material between the waistband and the inner taffeta lining to guard against wear from the inside.
SLEEVES	The sleeves shall be one piece set in with a single needle machine. The bottom of the sleeve shall have Velcro and elastic for adjustable fit. The cuff itself should measure 1 7/8" in width. .
POCKETS	There shall be two patch pockets with 1 ½" box pleats, finishing approximately 6 ½" wide and 7 3/8" deep. Flaps shall be scalloped and self lined, measuring 6 ¾ wide and 3 3/8" long at center and 3" long at each end. They shall close with Velcro on the side points and with a centered buttonhole. The pockets shall be lined with pocketing material with an opening of approximately 5 ½" on the side. The left patch pocket is to have a 1 ½" pencil opening at the top of the flap. Both the pockets and the flaps are to be bartacked. Flaps are too interlined
COLLAR	The standup collar shall be made using self material and shall be interlined with Pellon. There shall be an option of a detachable hood and fur collar using Orlon pile. This collar and hood are to be attached to the permanent collar with buttons.
EPAULETS	The epaulets shall be made of self goods. They shall be sewn into the sleeve head seam, "X" stitched and tacked to the jacket at the neck.
SIZES	Jackets must be available small through XXL and larger
BADGE TAB	The badge tab shall be made of the outer fabric lined with pocketing fabric, and shall measure 2" tall by 1"wide. The first eyelets is ½ "down from the top finished edge and the second is ½" up from the bottom finished edge. The eyelets are spaced 1" apart from center to center. The badge tab shall be centered 2 ½" above the left flap pocket.
ZIPPER	There shall be an YKK #5, two-way molded nylon sipper in the front and an 11" nylon zipper on each side vent.
BUTTONS & SNAPS	The pocket flaps and epaulets shall be secured with 24 ligne metal buttons. The front fly and size zipper tabs shall be secured by high impact, non-reflective, non-glare, scratch resistant snaps.
THREAD	All sewing is to be done with polyester core thread or 100% spun polyester thread.
SIZE TAG & CARE INTRUCTIONS	Each jacket shall have a sewn-in woven size label. There shall also be a printed label with care instructions. Each coat shall be marked with lot number, size fiber content and WPL number.
WARRANTY	Garments shall have a one year warranty against workmanship against workmanship or fabric defects.
EMBLEMS/PATCHES	Emblems are to be sewn on both shoulders with a 41/2" emblem 80% embroidery with plastic backing. Emblem are to be included in the price of the jacket

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HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

1) RAINCOATS: Yellow/Gold With Screen Print Black Lettering On Back(Neese –equal of better)

- With Detachable Hood
- 3 inch Reflective Lettering in either "Detention Officer" or "Sheriff" per request
- Sizes Small to 6X Large
- Slash Through pickets

2) GLOVES: (Hatch) Frisk Master Fm 2000 Gloves With Spectra (Equal Or Better)

Premium Leather shell
100% Spectra Knit Liner
Twice the cut resistance of Kevlar
Sizes X-Small to 2Xlarger
Elastic around glove wrist to hold cuff secure on hand

3) COVERALLS: (TYVEK) Personal Protection Coveralls With Attached Hood, And Booties (Equal Or Better)

Color White and Yellow
Sizes Small to 3XLarge
Protective barrier against particulates and liquid splashes
Front zipper closure and elastic wrists

A). POLYPROPYLENE DISPOSABLE COVERALLS, LONG SLEEVE TOPS, PANTS

Polypropylene lightweight, spun bound 1.25 oz. material weight, Porous, breathable, economical and disposable

- Coveralls with collar and zipper, color and snap closures, color navy blue, sizes x-small to 5 x-large
- Long Sleeve shirts with collar and snap closures, color navy blue, sizes x-small to 5 x-large

Pants with elastic waist, Color navy blue, Sizes x-small to 5 x-large

4) CUSTODIAN AND MAINTENANCE TEMPORARY KHAKI WORK SHIRTS

Dickies (or equivalent) Short & Long Sleeve Khaki Work Shirt # 1574KH Visa Stain release finish, Extra Long tail, Colors match traditional Work Pants 5 oz. Twill (65% Polyester / 35% Cotton)
Sizes Small to 5XLarge
Men and Female Sizes

5) TRADITIONAL WORK PANTS (SHERIFF DEPARTMENT)

Dickies (or equivalent)
8 ¾ oz twill (65% Polyester/ 35% Cotton)
Permanent crease, tunnel belt loops. No roll waistband lock stitched hem, stain release finish.
Men Sizes 26" waist unhemmed to 60" waist unhemmed
Colors: Dark navy, khaki, & black

6) WOMEN'S FLAT FRONT PANTS (SHERIFF DEPARTMENT)

- Easy care, Durable 2x1 twill. 1 ½" waistband, stain release finish, single right back pocket w/ button closure, two front quarter pockets. Hook & eye front closure, 7 oz twill mechanical stretch, 65% Polyester/ 35% Cotton
- Women sizes 2 unhemmed to 26 unhemmed
- Color: dark navy, khaki, and black

7) SCRUBS (SHERIFF DEPARTMENT)

- Cargo type shirt and pant, male and female sizes x-small to 6 x-large,
  - Pants in regular length, and extra long lengths,
  - Top with 3 pocket (1 breast, and 2 kangaroo pockets),
  - Bottoms with 5 pockets (2 front side pockets, 1 rear back pocket and 2 cargo thigh pockets),
  - Bottoms with elastic waist band and draw string, 65% polyester & 35% cotton
  - Colors: dark navy, burgundy, dark green

8) RAIN BOOTS

- Norcross Servus 18822-9 - 16" Black Economy Knee Boot (equivalent or better)
- Seamless molded construction
- 100% Waterproof
- Anti-Skid outside and heal
- Reinforced construction at critical stress points
- Foot Form contour Inside
- Electrical hazard, non-marking, slip resistant
- Men sizes: 6-13
- Women sizes: 6-11

9) WATERPROOF SAFETY TOE BOOT

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof
- Men sizes: 7-13
- Women sizes: 7-11

10) WATERPROOF SAFETY TOE SHOE

- Safety toe, electrical hazard, non-marking, slip resistant, waterproof

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- Men sizes: 7-13
- Women sizes: 7-11

11) BDU (BATTLE DRESS UNIFORMS) STYLE PANT:

Tan, Dark Brown, Black and Silver Grey (or color closest to the existing uniform) If the color varies distinctly from the existing uniform it will not be considered. This is done to keep the appearance of uniformity.
65 % Polyester 35 % cotton rip stop only
Pants must have:

- Adjustable waist tabs
- Two (2) front pockets
- Two (2) rear pockets
- Two (2) large button down bellows leg pockets
- Reinforced seat and knees
- All seams double stitched
- Drawstring ankle ties

Pants must come in both regular and long lengths. The sizes of BDU'S used are: X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

12) BDU (BATTLE DRESS UNIFORM) STYLE SHIRT:

Tan and Dark brown (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton rip-stop only

Shirts must have:
Four (4) below style pockets
Reinforced elbows
Adjustable button tab cuffs
Button down front
Double stitched seams

SHOULDER PATCH:
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. Tan BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Black BDU Shirt have the oval silver/black patch on both sides of the upper arm area. Silver/grey BDU shirt have the oval silver/black patch on both sides of the upper arm area. Chocolate brown BDU shirt have the oval gold/brown patch on both sides of the upper arm area. Purchased shirts must come with the patches attached. This cost must not be an additional charge.

BADGE PATCH:
A circular design that uses the same badge design as on shoulder patch. Tan BDU shirts have the round gold/brown patch in front chest area. Black BDU shirts have the round silver/black patch in front chest area. Silver/Grey BDU shirts have the round silver/black patch in front chest area. Chocolate Brown BDU shirts have the round gold/brown patch in front chest area. The chest patch must be sewn onto the shirt. SILK SCREEN IMAGES **WILL NOT** BE ACCEPTED.

SHOULDER AND BADGE PATCHES WILL BE AVAILABLE AT THE PRE-BID CONFERENCE TO ILLUSTRATE AND CLARIFY BID SPECIFICATIONS CONCERNING PATCH DESCRIPTIONS ON BID.

Shirts must come in both regular and long cuts. BDUs sizes:
X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE.

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

13) BDU SHIRT S.E.R.T. OFFICER (BATTLE DRESS UNIFORM)

COLOR
Black (or color closest to the existing uniform) If the color caries distinctly from existing uniform color in will not be considered. This is done to keep the appearance of uniformity.

65 % Polyester 35 % cotton ripstop only

Shirts must have:

- Four (4) below style pockets
- Reinforced elbows
- Adjustable button tab cuffs
- Button down front
- Double stitched seams

SHOULDER PATCH ON BOTH SLEEVES:
Vendor shall supply with patches already attached to both sleeves. The standard department patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a dark black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

BADGE PATCH:
A circular design that uses the same badge design as on shoulder patch (silver star with dark black backing). The chest patch must be sewn onto the shirt. Silk screen images **will not** be accepted.
Shoulder patches and badge patches will be available at the Pre-Bid Conference to illustrate and clarify bid specifications concerning patch descriptions on Bid.

Shirts must come in both regular and long cuts. The sizes of the BDU's used are:X-SMALL, SMALL, MEDIUM, LARGE, X-LARGE, XX-LARGE, XXX-LARGE, and XXXX-LARGE

Note: Shrinkage allowance must be minimal on pant and contain washing care instructions. Material must be machine washable and able to be ironed.

14) BDU SHIRT (BATTLE DRESS UNIFORM) Proper (equal or better)

65% Polyester, 35% Cotton "RIPSTOP" MATERIAL

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HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

COLOR
Silver gray (or color closest to the silver gray of existing uniforms) Shirts must come in both regular and long lengths (torso). The size of the B.D.U.'S used is small to 6 x-large

SHIRT OPTION 1
Four (4) Below Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-large

SHIRT OPTION 2
Two (2) Style Pockets
Reinforced Elbows
Adjustable Button Tab Cuffs
Button Down Front Double Stitched Seams
Small To 6 X-Large

Shoulder Patch On Both Sleeves:
Vendor shall supply patches already attached to both sleeves. The standard office patch should be sewn on each sleeve. The sleeve patch must be of the same design currently used and same color scheme. The patch has silver lettering and trim on a black background. The shirts bought must come with the patches attached. This cost must not be an additional charge.

Badge Patch:
a circular design that uses the same badge design as on shoulder patch (Silver Star With Black Backing). *Patch Must Read "SHERIFF'S OFFICE"*. The chest patch must be sewn onto the shirt. Silk screen images will not be accepted.

15) INVESTIGATOR RAID JACKETS

Brown/Black Nylon coach's jacket with white light lining
Outer shell 100% nylon taffeta
Fully lined with polyester brushed tricot
Snap front
Drawstring bottom
Elastic Cuffs
Sizes from Small to 6X-Large
Screen-printed with yellow and/or white ink /embroidering of badge or upon request reflective **(tackle twill)** material
Printing and jacket must match exactly what we currently have

SCREEN PRINT OPTION 1
Hidalgo County Sheriff's Office badge logo on **left breast** side or upon request embroidered and on the right breasts the embroidering of the department, agency or bureau. "POLICE" and/or "SHERIFF" across the **front** of (horizontal) jacket in 4" letters and below Hidalgo County Sheriff's Office in 1" letters. "POLICE" and/or "SHERIFF" on both **sleeves** (vertical) in 2" letters

Printing on **back** of jacket must be centered
BACK: SHERIFF'S…….4" letters
OFFICE……1" letters
POLICE……4" letters

SCREEN PRINT OPTION 2
Front and sleeves exactly the same as option 1

BACK: SHERIFF'S……..4" letters
NARCOTIC UNIT……..1" letters
POLICE……4" letters

Must include following listed units and any other unit that is developed;
GANG UNIT……. 4" letters
LINEBACKER UNIT……4" letters
PUBLIC INTEGRITY……4" letters

16) SAFETY VESTS, BREAK-AWAY HIGH VISIBILITY

Traffic vest must meet ANSI (American National Standards Institute) / ISEA (International Safety Equipment Association) 107 compliance class 2 or better.

COLOR:
Fluorescent Yellow

SHELL FABRIC:
3.7 oz. per square yard, 100% Polyester heavy denier tricot mesh. (Color: see specified garment color).

TRIM:
a) Binding: 100% nylon plain weave taffeta (Color: black), 100% polyester plain weave taffeta (Color: fluorescent yellow)
b) Hook and loop: woven nylon base (Color: fluorescent yellow).
c) Eyelets: aluminum, black enamel finish.
d) Ribbon: 2.5-inches grosgrain. (Color: black)
e) Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.

DESIGN AND CONSTRUCTION:
a) Full Cut Vest.
b) High contrast Scotchlite striping.

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c) Pen/penlight openings.
d) Microphone tabs on each shoulder.
e) Fully Adjustable waist.
f) "Break Away" shoulder and side access.

CUSTOMIZATION:

a) Sheriff lettering in Schotchlite on front and back vest.
b) Badge tab.

STANDARD SIZE RANGE:

Unisex sizing:

a) Regular: SM – M
b) L – XL
c) 2XL – 6XL

MEASUREMENTS:

Regular Length Size: L – XL

a) Center Front: 21.625
b) Center Back: 28.5
c) Across Chest: 18.5
d) Across Back: 19.5

17) LONG SLEEVE SHIRT COLOR: SILVER TAN

SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

DESIGN AND CONSTRUCTION

Long sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, banded dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Collar stand and yoke lined with polyester taffeta or satin
2 button adjustable cuffs
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

CUSTOMIZATION

EMBLEMS

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The oval patches have gold lettering and trim on a dark brown background and is placed on both sides of the upper arm areas. **The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).**
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

STANDARD SIZE RANGE

Men's:

Body Length Regular: Sleeve Length: 32 sizes 14.5-17
Body Length Regular: Sleeve Length: 33 sizes 14.5-18.5
Body Length Regular: Sleeve Length: 34 sizes 15.5-18.5
Body Length Regular: Sleeve Length: 35 sizes 15.5-19.5
Body Length Tall: Sleeve Length: 37 sizes 16.5-19.5

Women's: Regular Length: even sizes 32 – 46

Optional Sizes - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

MEASUREMENTS

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)

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Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

18) SHORT SLEEVE SHIRT COLOR: SILVER TAN

SHELL FABRIC

10.25-10.75 oz. per linear yard plain weave, 2-ply warp, single-ply filling, 75% Dacron polyester / 25% worsted wool with 10-12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

DESIGN AND CONSTRUCTION

Short sleeve uniform shirt
5 crease military style with permanent silicone adhesive creases
Top fused, convertible sport collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure
Back collar and yoke lined with polyester taffeta or satin
Epaulets
Badge eyelets with internal support strap
Extra long shirt tails

CUSTOMIZATION

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

STANDARD SIZE RANGE

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

MEASUREMENTS

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 **Chest: 22 (plus or minus 0.75** inches)
Back Length: 28.5 (plus or minus 0.5 inches)

19) FOUR POCKET TROUSER COLOR: SILVER TAN

SHELL FABRIC

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

TRIM

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

DESIGN AND CONSTRUCTION

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bartacks.
Wide stretch waistband with fly tab.
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.

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Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

CUSTOMIZATION

Windproof breathable liner.
Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop gold. The dark brown portion should be no wider than 0.5" and the gold should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department
Hemming.

STANDARD SIZE RANGE

Men's: Regular Length: even waist sizes 28 - 54; odd sizes 31 - 39
Women's: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 54 in addition to what was specified. Pants must be available in long stride if requested.

MEASUREMENTS

Men's: Regular Length: Waist Size 36:
1/2 Waist: 18 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 46.25 (plus or minus 0.50 inches)
Front Rise: 10.375 (plus or minus 0.25 inches)
Back Rise: 16.875 (plus or minus 0.25 inches)

Women's: Regular Length: Dress Size 12
1/2 Waist: 15.25 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 10.125 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 11.625 (plus or minus 0.25 inches)
Back Rise: 15 .25 (plus or minus 0.25 inches)

20) TACTICAL OUTERSHELL POINT BLANK R 20 D (equal or better)

Carrier is designed to be worn externally to other clothing and shall not only provide a means of wearing armor but also provide a load carrying capabilities. The exterior of the garment **shall provide removable identity both front and back.** Identity shall be three (3) inches high and read "POLICE/SHERIFF" lettering. The front of the carrier shall provide five pockets to carry equipment such as, but not limited to, mini flash lights, side arm magazines, handcuffs and communication equipment. Two web shoulder straps, one on each shoulder shall provide a location to attach communication equipment or badges. The interior shall provide a means of ballistic panels within the carrier. A cummerbund shall be adjustable and close at the front. Side closure shall be accomplished with a combination elastic and Velcro system.

Rear (Back) lettering panel combination of lettering must be 3 to 5" lettering in two rows.

OPTIONS

Yellow/White "Police" Identity
Yellow/White "Sheriff" Identity
Or any other combination wording

SIZES

Small to 6 x-large

Note: Vest must meet all requirements of NIJ Standard 0104.04.

MATERIAL

- Hook and pile fastner tapes shall conform to the requirements of the Velcro manufacture, style h88 and l1000 (equal or better).
- The outer shell material shall be 420 denier nylon with a water repellant urethane coating.
- The elastic for the side closures straps shall be approximately eight (8) inches wide and of good commercial quality.

COLOR

Color shall be navy, black, camouflage and or dark green.

21) COLD WEATHER (WATERPROOF/BREATHABLE) JACKETS (FORCE 10 JACKET) equal of better

Waist length duty jacket with weatherproof windproof/waterproof/breathable system, zipper front, zipper fly, pleated two-way pockets, adjustable cuffs, shirt collar style, and zippered side vents with elasticized side tabs. Removable thermal liner. Color in Navy or Brown.

FABRIC/MATERIALS

OUTER SHELL:

Extreme all weather laminate technology fabric. Two layer laminated construction with 3-ply Supplex Supreme face fabric. 100% nylon Supplex 70 denier in the warp and in the filling, plain weave, 3-ply thread construction.
The fabric shall have a minimum non-coated weight of 3.5 ounces per square yard with a thread count of 154 in the warp and 62 in the filling (+/- 10%). The fabric shall have a good color fastness and crocking.
The fabric shall have to maintain a Mullens Hydrostatic rating of 75 psi during the five (5) year guaranteed life of the jacket. Any jacket tested by the Equipment Services Section that falls to remain at 75 psi shall be repaired or replaced by the vendor at the vendor's expense.

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LINING FABRIC:
Black nylon taffeta lining. Plain weave, 70-denier nylon type 66 continuous filament yarns with 34 filaments, melting point 455 degree Fahrenheit. The fabric shall have a minimum weight of 1.80-ounces/sq. yard with a thread count of 104 in the warp and 86 in the filling (+/- 2%). The fabric shall have good color fastness and crocking.
Breaking Strength: Warp 125 lbs., Filling 85 lbs (+/- 5%)
Tear Strength: Warp 3.5 lbs., Filling 2.1 lbs (+/- 5%)
Shrinkage: Warp 2%, Filling 2%.

REMOVABLE LINER:
The face of the removable liner shall be 100% nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is the be 6" diamond.

INTERLINING:
White Pellon C-39

KNITTING:
100% nylon stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses, rating to light, perspiration and wet/dry cleaning to be a minimum of 4. Wristlet 3 x 6.

FLEECE POCKETING:
Black, fleece.

FASTENERS:
All fasteners shall be as follows or equivalent:
Zippers:
Front zipper, #8, Delrin with 2 sliders.
Liner zipper, #5, Delrin with 1 slider.
Pocket zipper, #2, coil with 1 slider.
Side zipper, #6, coil with 1 slider.
Sleeve zipper, #2, coil with 1 slider.

SNAPS:
The snaps shall 24 linger universal prong snaps that have been oxidized to prevent rusting.

EYELETS:
Black, meta, small.

THREAD:
All thread shall be polyester thread with a wrap with thirty (30) strength in a fifty (50) size or better.

SEAM TAPE:
Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.
Elastic:
Natural color, 1 ½" Bi-swing.
Natural color, 2" Waistband.
Natural Color, 1" Cuff.

BINDING:
Black, 1- ¾" wide, nylon bias.

VELCRO:
Black, 5/8"wide hook & loop.

METAL BUTTONS:
24 Ligne.

BUTTON RINGS:
Silver rings.

DESIGN FEATURES:

FRONT:
There is to be a front zipper that shall run from the bottom of the jacket to the neck collar seam with a two-way zipper. Under the zipper and offset on the facing shall be a 1-1/2" wide zipper fly, which runs the full length of the front to stop water and other liquids. There shall be a two-way compartment pleated pockets that shall be placed 2" above the waistband. There shall be a badge holder above the left flap, made of shell fabric with two small black metal eyelets set 1-1/8" apart. The holder is to be 1" by 2-1/4", centered over the pocket flap, at chest height.

POCKETS:
Pockets to measure 7-1/2" wide by 8" deep; leat to measure 1-1/2". Muff pockets shall be formed under each pocket with a 5-3/4" opening on the sleeve side. Pockets are to close with scalloped flaps that measure 2-1/2" at the points and 3-3/8" at the center. Flaps are to be held down with Velcro loops at the flap corners. 24 ligne metal buttons to be attached with rings at the center point through a buttonhole. A separate pencil pocket shall open between the left flap and pocket.

COLLAR:
The collar is to be cut in a shirt collar style with a collar stand. The collar is to measure 3-1/2" at the points and 4" at the center. Collar to be interlined but not zigzag stitched. There shall be a hanger made out of the outer shell fabric that is set at the center of the neck collar seam.

BACK DESIGN:
The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zipper and shirred with elastic to the zippered side vents. The waistband shall measure 2-1/2" wide.

SLEEVES:

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The sleeves shall be a one-piece design with elasticized adjustable cuffs.

ADJUSTABLE CUFFS:

The cuff shall be a one-piece design made out of self-material and shall measure 1-3/4" wide. The top half of the cuffs shall have a heavy-duty 1-1/2" wide elastic stretched and sewn with double needle stitch. There shall be cuff tabs that measure1-1/4" wide and taper to ¾" wide, 3-1/2" long with a large snap (male portion). There shall be two large snaps (female partition) set 2" apart for cuff adjustments.

EPAULETS:

There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-1/4" at the shoulders and 2" at the points. The epaulets shall be interlined. The epaulets shall be back tacked to the shoulder neck seam. The epaulets are to fasten with a 24-ligne metal button with a button ring through the buttonhole.

SIDE VENTS:

The zippered side vents are to be finished with a coil #6 size 10" long zipper with a reversible slider. There shall be side tabs made out of the self-material set to the bottom back vent, which will be elasticized with a 1" elastic. The side tab shall have a snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

LINING:

The jacket is to be fully lined with nylon taffeta. There is to be a patch pocket made out of the outer shell fabric placed on the left side. It is to have a 6" zipper opening and to measure 7" x 7-1/2". The lining sleeves shall be a one-piece design with a sleeve zipper to allow emblems and embroidery applied without affecting water-proofness and contamination. There shall be a shell reinforcement panel sewn into the neck seam to secure the liner with a 24 ligne snap. The panel shall measure approximately 4" in width and in length. This panel shall also have the brand label and the permanent size labels sewn on.

FACINGS:

The facings are to be made out of outer shell fabric. The facings are to measure approximately 1-1/4" wide and shall be as long as the front length, not including the waistband. The liner attaching zippers are to be placed on the facings.

REMOVABLE LINER:

The removable thermal liner is to have a body and sleeve insulation. The cuffs are to be held in place with metal snaps. In the neck area there will be a black knit collar and a large metal snap. The liner will be attached to the jacket with #5 delrin zippers, 18" long, set on the front facings. Under the armholes will be a 4" by 12" knit gussets for movements. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be one patch pocket on the left side.

LABELS:

Each jacket shall have a permanent brand label, a care instruction label, ID label and permanent size labels.

CUSTOMIZATION:

EMBLEMS

The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and trim on a dark brown background. The bidders are encouraged to attend the pre-bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop gold. The gold measures 2" in width. The dark brown sits atop with a width of 1.875". The gold should show only 0.0625" on both sides of the strap. The Brown and Gold material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

MEASUREMENTS

SIZING:

The manufacturer shall be capable of providing all sizes for men and women. Including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.
The following sizes have been established.

Size Chart:

SIZE	FINISHED CHEST	BACK LENGTH	SLEEVE INSEAM
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26	20
LARGE (44-46)	56	26	20
X-LARGE (48-50)	60	26	20
XX-LARGE (52-54)	64	26	20
XXX-LARGE (56-58)	68	26	20
XXXX-LARGE (60-62)	72	26	20
TOLERANCES	+/- 1"	+/- 1/2"	+/- 1/2"
LONG LENGTH	+/- 1"	+ 1"	+ 1"
X-LONG LENGTH	+/- 1"	+ 2"	+ 2"

22) TACTICAL PANTS (5.11 Tactical 74251) equal or better

FABRIC

100 % Cotton Tactical Canvas, 8.5 oz , 73x40/10x10, Pant weight

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HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

POCKETING
80% Polyester 20% Cotton T/C, tightly woven poplin

SIZE
Pants must be available in Regular, Short, Long and X-Large Long. from stock (28 – 60)

COLOR
Charcoal, Brown, Black, Coyote Brown, Grey, OD Green Khaki, Tundra, Walnut, Fire Navy, Sage.

FEATURES & BENEFITS
Self adjusting action waist with elastic sides; 7 belt loops and a D0Ring; Deep front pockets; cargo pockets with flaps; phone pocket on right front, Large open-top back pockets, and a tool strap on right back. The pants have double knees of self fabric, removable 6mm Neoprene knee pad inserts; and a double seat of self fabric. Bottom hems have openings for draw cords.

POCKETS
- Front pocket openings have self fabric facings and extra reinforcements on knife clippings area. Pocket openings are firmly bar tacked on both ends. Pocket bags are made of durable Poly/Cotton blend and they are extra deep. Pocket bags are finished clean inside the paint and double stitched for heavy duty.
- Cargo pockets have large flaps and Velcro closure.
- Knife or cell phone pocket is lined with extra durable Cordura Nylon. The pocket has gussets on sides and a large flap with Velcro closure; it accommodates a phone.
- Back Pockets are formed of self fabric. They are extra large with large open top. The top has Velcro closure. Opening has extra reinforcement on the side seam side; both ends are firmly cross-bar tacked.

SEAMS & STITCHING
- Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
- Top stitching are non-raveling lock stitching. Side seams, seat seam and front rise have two-needle top stitching. Crotch point is bar tacked. Fly outline, had pocket openings, all pocket flaps, knee patches and seat patch have double needle top stitching. Cargo pockets are attached with double needle top stitching. Belt loops are bar tacked on all corners. Cargo pocket openings are bar tacked and flaps are cross bar tacked. Back pocket openings are cross bar tacked. All Velcro pieces are attached with box stitching

LABELS
The woven logo label, care label, size label, country of origin label and fiber content are permanently attached to the pants.

CLOSURES
Closures are high quality, proven brand name products. Fly zipper is metallic YKK zipper with auto lock slider. Waist snap is metallic PRYM snaps with extra strong grip. Inside fly button is cross tacked.

23) TIES
Polyester 3" clip-on Tie
Color: Brown 5
Sizes:
3.0" x 18" – Men's Regular
3.0" x 20" – Men's Long
For 22" Length 3.5" Clip-on Tie
- Pre-tied clip-on tie
- 100% Polyester – tropical weave
- Black metal clip
- Packed 6 ties per bag

24) EMBLEM/PATCH CUSTOMIZATION
Emblem/patch customization:

Upon any emblem/patch customization to include size, shape, color and application change, vendor must be able to provide different digital variations to all county wide agencies. Vendor will provide a digital sample for pre-approval. Vendor will provide pricing per emblem/patch on bulk ranging from 0 to 100, 101 to 200 and 201 to 300. A sample patch/emblem is provided before order is processed for color and customization verification. Pricing will also be considered with various applications of Velcro which will be sewn onto the patch/emblem upon request.

25) SHORT SLEEVE SHIRT
SHELL FABRIC
5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

COLOR:
White and/or color upon request

TRIM
Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

DESIGN AND CONSTRUCTION
Short sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs. Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio. 5 crease military style with permanent silicone adhesive creases Convertible dress collar Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets. Yoke lined with polyester taffeta or satin, center positioned mic tab. Scotchlite reflective on top edge of front pockets and secured under rear collar and Scotchlite reflective stripes under sleeve hems. Epaulets Badge eyelets with internal support strap

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HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

CUSTOMIZATION

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps

SHOULDER STRAPS

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

STANDARD SIZE RANGE

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

MEASUREMENTS

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

26) LONG SLEEVE SHIRT

COLOR

White and/or color upon request

SHELL FABRIC

5.21 ounce/sq plain weave, 100 % polyester, machine washable and dry cleanable polyester provides user comfort, uniform appearance, durability, and easy care. Breathable 4 way stretch, 5.5 ounce nylon with lycra mesh technical knit with high abrasion, pill resistance and anti-microbial finish. (Color: see specified garment color)

TRIM

Lining: 100% Polyester Satin or 100% Polyester Taffeta
Interlining: Small Parts: 100% polyester, Front Placket: 50% Polyester 50% Cotton
Hook and loop: Woven Nylon base
Buttons: melamine, 20 ligne, matching shell fabric

DESIGN AND CONSTRUCTION

Long sleeve uniform shirt with shaped stretch side panels continuing under arms for improved fit, axon integration system, and hidden reflective pull downs.
Axon pockets and electronic wire pass-throughs under pockets, in fronts, behind collar, and on side panels above radio.
5 crease military style with permanent silicone adhesive creases
Convertible dress collar
Mitered, pleated pockets with scalloped flaps, pencil opening in left pocket, hook and loop closure, (2) napoleon style pocket openings beneath the upper pleated pockets with 4 way stretch mesh inner pockets.
Yoke lined with polyester taffeta or satin, center positioned mic tab.
Scotchlite reflective on top edge of front pockets and secured under rear collar and scotchlite reflective stripes under sleeve hems.
2 button adjustable cuffs
Extra long shirt tails
Epaulets
Badge eyelets with internal support strap

CUSTOMIZATION

Emblems - The department patch must be of the same design and color scheme currently in use by the Hidalgo County Sheriff's Department. The patch has gold lettering and red trim on a dark brown background. Bidders are encouraged to attend the pre bid conference for exact design and size of patches. Each shirt must come with a patch sewn onto each sleeve (Two patches per shirt).
Name Tab
Zipper Front
Metal Buttons on epaulets and pocket flaps
Shoulder Straps - The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The open ends shall be fastened with one dark brown button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross-stitching 2" from sleeve head seam. The strap is a piggyback design of dark brown atop red. The red measures 2" in width. The dark brown sits atop with a width of 1.875". The red should show only 0.0625" on both sides of the strap. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department

STANDARD SIZE RANGE

Men's: Regular Body: 14.5-19.5
Women's: Regular Length: even sizes 32 – 46
For both Men's and Women's sleeve lengths from (30-31), (32-33), (34-35) and (36-37)
Optional Sizing - Men's Short Sleeve and Long Sleeve shirts must be available in Size 20 and 22 if requested.

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HIDALGO COUNTY SHERIFF'S OFFICE UNIFORMS

MEASUREMENTS

Men's: Regular Length: Size 16.5:
Neck 17 (plus or minus 0.5 inches)
1/2 Chest: 25.25 (plus or minus 0.75 inches)
Back Length: 32.5 (plus or minus 0.5 inches)
Women's: Regular Length: Size 38
Neck 15.5 (plus or minus 0.5 inches)
1/2 Chest: 22 (plus or minus 0.75 inches)
Back Length: 28.5 (plus or minus 0.5 inches)

27) SIX POCKET TROUSER

SHELL FABRIC

14.0- 14.5 oz. per linear yard serge weave 75% Dacron polyester / 25% worsted wool with10 - 12% mechanical filling stretch. Machine washable and dry cleanable worsted wool blend provides user comfort, uniform appearance, durability, and easy care. (Color: see specified garment color)

TRIM

Pocketing: 50/50 polyester cotton twill, not less than 4.1 oz. Sq. yd
Interlining: polyester non-woven.
Binding: polyester/cotton bias cut.
Waistband: polyester, spandex, nylon blend with double strip of silicone shirt grip.
Stretch edge control.
Fly zipper: nylon coil #5 with auto lock slider.
Hook and eyes: nickel-plated.
Buttons: melamine, 22 ligne, matching shell fabric.

COLOR: Brown

DESIGN AND CONSTRUCTION

Front quarter pockets and inverted double cord hip pockets with button tabs.
All pocket secured with bar tacks.
Side cut-in zippered pockets
Stretch waistband with fly tab (men's only).
Interlined wide belt loops inserted in bottom of waistband and tacked at top.
Double hook and eye closure.
Quarter linings in front quarters.
Outlets in waistband (back) and thigh inseam.
Tandem needle seat seam.
Seat, inseam, and out seams pressed open.
10-12 stitches per inch (all seams).
Permanent silicone adhesive creases front and back.

CUSTOMIZATION

Windproof breathable liner. Striping - Stripe will be attached to the side of the pant. The stripe will start at the bottom seam of the pocket and run the length of the pant. The stripe has an overall width of 0.75". The stripe is a piggyback design of dark brown atop red. The dark brown portion should be no wider than 0.5" and the red should be 0.75" in total width with only 0.125 of an inch showing on either side of the dark brown. The Brown and Red material proposed must match the color scheme currently in use by the Hidalgo County Sheriff's Department Hemming.

STANDARD SIZE RANGE

Men's: Regular Length: even waist sizes 28 - 58; odd sizes 31 - 39
Women's: Regular Length: even dress sizes 6 – 24
Optional Sizes - Trouser sizes for men must be available from 48 to 58 in addition to what was specified. Pants must be available in long stride if requested.

MEASUREMENTS

Men's: Regular Length: Waist Size 36:
1/2 Waist: 18.5 (plus 0.25 inch)
Seat: 24 (plus or minus 0.25 inches)
1/2 Knee 10.875 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.75 (plus or minus 0.25 inches)
Inseam: 37 (plus or minus 0.50 inches)
Out seam: 47 (plus or minus 0.50 inches)
Front Rise: 10.5 (plus or minus 0.25 inches)
Back Rise: 15. (plus or minus 0.25 inches)

Women's: Regular Length: Dress Size 12
1/2 Waist: 18 (plus 0.25 inch)
Seat: 22.625 (plus or minus 0.25 inches)
1/2 Knee 11 (plus or minus 0.25 inches)
1/2 Bottom Leg 8.5 (plus or minus 0.25 inches)
Inseam: 35.875 (plus or minus 0.50 inches)
Out seam: 45.875 (plus or minus 0.50 inches)
Front Rise: 9.375 (plus or minus 0.25 inches)
Back Rise: 14 (plus or minus 0.25 inches)

ADDITIONAL CONDITIONS AND REQUIREMENTS:

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Further information required for this project can be addressed to, Sandra Montalvo or Moises Salazar, Buyers, Hidalgo County Purchasing Department at (956) 318-2626 or e-mail: Sandra.montalvo@co.hidalgo.tx.us Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, , 2013, at 5:00 P.M.
Responses will be sent to all applicants via facsimile by no later than, **Friday, 2013 at 5:00 P.M.**

DRAFT

Zimbra **sandra.montalvo@co.hidalgo.tx.us**

Fwd: Review & Approval of Draft Contract - 2013-088-00-00-SMA-Purchase of Uniforms & Accessories

From : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us> Tue, Jun 04, 2013 05:05 PM

Subject : Fwd: Review & Approval of Draft Contract - 2013-088-00-00-SMA-Purchase of Uniforms & Accessories 2 attachments

To : Sandra Montalvo <sandra.montalvo@co.hidalgo.tx.us>

Cc : Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>

Yay!..Yay!...😀 Drafts approved...see below and attached.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

😀**...DON'T WORRY...BE HAPPY...**😀

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, June 4, 2013 5:05:04 PM
Subject: RE: Review & Approval of Draft Contract - 2013-088-00-00-SMA-Purchase of Uniforms & Accessories

The draft contract is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, June 04, 2013 3:37 PM
To: Steve Crain; Marynel Trevino
Cc: Martha L. Salazar; Darlene H. Betancourt; Sandra Montalvo
Subject: Review & Approval of Draft Contract - 2013-088-00-00-SMA-Purchase of Uniforms & Accessories

Mr. Crain-

Please review and approve as to form the "draft" contract (attached hereto) for the purposes of proceeding with the procurment process of the project.

Please advise.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

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64 KB

REQUIREMENTS AGREEMENT
C-13-088-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of the _____day of _ _____, **2013** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** including for the **"Purchase** of **Uniforms** and/or **Accessories for All County Law Enforcement Agencies" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Quotes (RFSQ) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **two (2) years** with the County's option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, **2013** and expire on _____, **2015,** and it is agreed that the Products will meet the Specifications in the Request for Sealed Quotes (RFSQ) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it

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is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of

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being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) 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 Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 advise, 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 Hidalgo County.

(2) 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 Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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EXECUTED effective as of the day and year first above written.

*Approved By Commissioners Court:*_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____
Printed Name: _____
Title: _____

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EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

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EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

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AI-39045 **Purchasing Department 12. F.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Acceptance and approval of Change Order No. 1 for a deduction in the amount of $8,847.74 to project purchase order as reviewed and approved by the Architect of record Dannenbaum Engineering Company for the project: Hidalgo County -"Renovations and Additions to Elections Warehouse", with authority for County Judge, or Court Member to execute document.

BACKGROUND

Change Order to deduct remaining unused contingency fund dollars from P.O.

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1301-414-00-130-020-0-452

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

BUDGETARY IMPACT:

P.O. 667685

Attachments

Ch Ord No. 1 -Elections Warehouse deduction

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:31 AM
Olga Garza	Olga Garza	06/14/2013 02:56 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Moises Salazar Started On: 05/31/2013

Final Approval Date: 06/14/2013

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)* Elections Warehouse Additions 317 N. Closner - Edinburg, TX	**CHANGE ORDER NUMBER:** 001 **DATE:** May 1, 2013 **ARCHITECT'S PROJECT NUMBER:** 28273	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO CONTRACTOR: *(Name and address)* Alpha Building Corporation 5541 Bear Lane - #201 Corpus Christi, TX 78504	**CONTRACT DATE:** December 12, 2011 **CONTRACT FOR:** General Construction	

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Final reconciliation. Deduct remaining unused contingency fund dollars from contract.

The original Contract Sum was	$	418,778.35
The net change by previously authorized Change Orders	$	-0-
The Contract Sum prior to this Change Order was	$	418,778.35
The Contract Sum will be decreased by this Change Order in the amount of	$	8,847.74
The new Contract Sum, including this Change Order, will be	$	409,930.61

The Contract Time will be unchanged by N/A ( ) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is October 11, 2012

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Dannenbaum Eng Co-McAllen LL	Alpha Building Corporation	Hidalgo County, Texas
ADDRESS	ADDRESS	ADDRESS
1109 Nolana Avenue - Ste 208 McAllen, Texas 78504	5541 Bear Lane - Ste 201 Corpus Christi, Texas 78405	1615 South Closner - Ste J Edinburg, Texas 78539
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Steven L McGarraugh	Gustavo Grajalas	Hon. Ramon Garcia
(Typed name)	*(Typed name)*	*(Typed name)*
DATE 5/1/2013	DATE 5/1/2013	DATE

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TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN, L.L.C.

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: (Name, address) **Hidalgo County Pct 4 Architectural Services - Elections Warehouse Expansion**

PROJECT NO. 4525-02

TO: Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539

DATE: 05/03/2013

If enclosures are not noted, please inform us immediately.

ATTN: **Moises Salazar**

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval & signature ___ distribution to parties ___ information X use

___ review & comment X record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other SEE BELOW

Copies	Date	Rev. No.	Description	Action Code
3	05/03/13	**Originals**	Change Order #001 for the referenced project above.	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. See REMARKS below

REMARKS: If you have any questions please call our office. Thank you.

COPIES TO:
4525-02/File

(with enclosures)

BY: Steven L. McGarraugh, AIA
Project Architect

M:\1540\4525-02 - HC Elections Warehouse Expansion\TRANSMITTALS\Transmittal -SMcGarraugh to Hidalgo County Purchasing-CO-#001 (050313).doc

AI-39024 **Purchasing Department 12. G.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Martha L. Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Acceptance and approval of Change Order No. 1 for an extension of sixty (60) additional days and no additional dollars to the existing contract as approved by the Architect of record Dannenbaum Engineering Company for the project: "Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX, with authority for County Judge, or Court Member to execute document.

2. Approval of Request for Payment-Applications No. 4 and 5 in the amounts of $36,100.00 and $99,275.00 respectively from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-720

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

BUDGETARY IMPACT:

PO No. 684760 for Highmark Construction Co, LLC; funds available as of 04-03-13.

Attachments

Change Order No. 1 -WIC Clinic on Richardson, Edinburg

HighMark Pay Appl. 4

HighMark Pay Appl. 5

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:31 AM
Olga Garza	Olga Garza	06/14/2013 02:16 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Moises Salazar Started On: 05/31/2013

Final Approval Date: 06/14/2013

AIA® Document G701™ – 2001

Change Order

PROJECT: *(Name and address)*
Edinburg WIC Clinic Remod/Add
3105 E. Richardson - Edinburg

TO CONTRACTOR: *(Name and address)*
HighMark Construction Co, LLC
2016 South 45th Street
McAllen, Texas 78503

CHANGE ORDER NUMBER: 001

DATE: March 21, 2013

ARCHITECT'S PROJECT NUMBER: 4525-01

CONTRACT DATE: October 24, 2012

CONTRACT FOR: General Construction

OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

The Contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Add Sixty (60) additional days and no additional dollars to the existing contract. Added days are related to rain events and various other delays as detailed in the attached HighMark letter dated May 17, 2013 addressed to Steven L. McGarraugh, AIA.

The original Contract Sum was	$	465,000.00
The net change by previously authorized Change Orders	$	-0.00-
The Contract Sum prior to this Change Order was	$	465,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	-0.00-
The new Contract Sum, including this Change Order, will be	$	465,000.00

The Contract Time will be increased by Sixty (60) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is June 21, 2013

(NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Dannenbaum Eng. Co.-McAllen	HighMark Construction Co.	County of Hidalgo, Texas
ADDRESS: 1109 Nolana Avenue, McAllen, Texas 78504	ADDRESS: 2016 South 45th Street, McAllen, Texas 78503	ADDRESS: 2812 South Business 281, Edinburg, Texas 78539
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Steven L McGarraugh, AIA *(Typed name)*	~~Carlo Cantu~~ TOMAS CANTU *(Typed name)*	Hon. Ramon Garcia *(Typed name)*
DATE	DATE	DATE

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HIGHMARK CONSTRUCTION
Building your future today



May 17, 2013

Mr. Steven L. McGarraugh, AIA
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen, Texas 78504

Re: Hidalgo County-Additions and Renovations to the WIC Clinic/Offices
located at 3105 E. Richardson Rd.
Contract # C-12-021A-09-25

Dear Mr. McGarraugh:

Please be advised, to date we have incurred the following inclement weather and unforeseen delays that have directly impacted our ongoing activities.

DATE	REASON
4-24-2013	Rain. Affected roof installation, mechanical, electrical, plumbing rough-in
4-29-2013	Rain. Affected roof installation, mechanical, electrical, plumbing rough-in
4-30-2013	Rain. Affected roof installation, mechanical, electrical, plumbing rough-in

Total rain/unforeseen/C.O. days currently being requested through today, including 10 requested under correspondence dated 1-25-13, is 13 days. While this extension would bring the new Date of Substantial Completion April 22, 2013, we offer the following information in response to County's notice of the expiration of the original contract time.

We have experienced other constraints in the form of unexpected delays in the delivery of equipment from manufacturers, as well as time lost in coordinating properly an appropriate date to transfer power from the existing transformer through the new transformer to service the entire building. If needed, we can expand further on the particulars of the circumstances regarding the electrical service, however, based on our recent communication with AEP with respect to this transfer of electrical service, we have identified May 31/June 1as the possible date for the transfer of electrical service and have initiated communication with both WIC and the Health Department via email to Norma Longoria, WIC Program Director on 5-16-2013.

Thus, we respectfully request a time extension of 60 days to Friday, June 21, 2013 to achieve Substantial Completion for the Project.

Should you have any questions, or need additional information, please do not hesitate to call.

Sincerely,

Tomas R. Canul

Tomas Rene Canul,
HighMark Construction Co. L.L.C.
956.212.4219

2016 S. 45th. St. | McAllen, Texas 78503
Tel. (956) 451-3274 | Fax (956) 664-2359 | carlo.cantu@highmark-construction.com

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: (Name, address) Hidalgo County Precinct No. 4- Structures/Bldgs.-Prof Services for Architectural Services

PROJECT NO. 4525-01

TO: Hidalgo County WIC Program
3105 West University Drive
Edinburg, Texas 78539

DATE: 05/24/2013

If enclosures are not noted, please inform us immediately.

ATTN: **Norma Longoria**
Hidalgo County WIC Director

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval & signature ___ distribution to parties ___ information ___ use

___ review & comment X record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other **SEE BELOW**

Copies	Date	Rev. No.	Description	Action Code
3	05/24/2013	**ORIGINAL**	Change order No. 001 for the above referenced project.	E

ACTION CODE

A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. See REMARKS below

REMARKS: Please call our office if you have any questions. Thank you.

COPIES TO:

File: 4525-01

Norma L. Longoria

(with enclosures)

BY:

Steven L. McGarraugh, AIA
Project Architect

M:\1540\4525-01\Transmittals\Transmittal Letter - 4525-01 WIC Dept. Change order No. 001 (052413).doc

PAYMENT APPLICATION

TO: Hidalgo County
2812 S. Bus. 281
Edinburg, Texas 78539
Attn: Martha Salazar

FROM: HighMark Construction Company, LLC
2016 S. 45th St.
McAllen, Texas 78503

FOR: WIC Clinic Addition

PROJECT NAME AND LOCATION: Hidalgo County WIC Clinic
Hidalgo County WIC Clinic Addition
2812 S. Bus. 281
Edinburg, Texas 78539

ARCHITECT: Dannenbaum Engineering Company
1109 Nolana Loop Suite 208
McAllen, Texas 78504

APPLICATION # 4
PERIOD THRU: 03/25/2013
PROJECT #s:
DATE OF CONTRACT: 10/24/2012

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	CONTRACT AMOUNT		$465,000.00
2.	SUM OF ALL CHANGE ORDERS		$0.00
3.	CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$465,000.00
4.	TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$265,000.00
5.	RETAINAGE:		
	a. 5.00% of Completed Work (Columns D + E on Continuation Page)	$13,250.00	
	b. 5.00% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$13,250.00
6.	TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$251,750.00
7.	LESS PREVIOUS PAYMENT APPLICATIONS		$215,650.00
8.	PAYMENT DUE		**$36,100.00**
9.	BALANCE TO COMPLETION (Line 3 minus Line 6)	$213,250.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC

By: _____ Date: 3-25-13
Carlo Cantu

State of: TEXAS
County of: HIDALGO
Subscribed and sworn to before me this 25th day of MARCH 2013

TOMAS RENE CANUL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-04-2016

Notary Public: _____
My Commission Expires: 4-4-2016

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... $36,100.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Steve McGarraugh, AIA
By: _____ Date: 4/30/2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: Hidalgo County WIC Clinic
Hidalgo County WIC Clinic Addition

APPLICATION #: 4
DATE OF APPLICATION: 03/25/2013
PERIOD THRU: 03/25/2013
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	General Conditions	$50,000.00	$47,000.00	$1,500.00	$0.00	$48,500.00	97%	$1,500.00	$2,425.00
2	Site Work	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	$750.00
3	Reinforcing Steel	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	$500.00
4	Concrete Works	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	$1,000.00
5	Doors, Frames, Hardware	$25,000.00	$17,000.00	$8,000.00	$0.00	$25,000.00	100%	$0.00	$1,250.00
6	Metal Studs, Susp. Clg, Sheetrock	$30,000.00	$15,000.00	$5,000.00	$0.00	$20,000.00	67%	$10,000.00	$1,000.00
7	Painting	$10,000.00	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	$0.00
8	Millwork	$10,000.00	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	$0.00
9	Flooring & Tile Works	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	$0.00
10	Structural Steel	$40,000.00	$30,000.00	$5,000.00	$0.00	$35,000.00	88%	$5,000.00	$1,750.00
11	Roofing	$40,000.00	$0.00	$0.00	$0.00	$0.00	0%	$40,000.00	$0.00
12	Mechanical	$50,000.00	$0.00	$0.00	$0.00	$0.00	0%	$50,000.00	$0.00
13	Electrical	$75,000.00	$20,000.00	$10,000.00	$0.00	$30,000.00	40%	$45,000.00	$1,500.00
14	Plumbing	$27,000.00	$23,000.00	$1,500.00	$0.00	$24,500.00	91%	$2,500.00	$1,225.00
15	Demolition	$5,000.00	$0.00	$2,000.00	$0.00	$2,000.00	40%	$3,000.00	$100.00
16	Signage	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
17	Toilet Accessories	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
18	Project Management & Closeouts	$40,000.00	$30,000.00	$5,000.00	$0.00	$35,000.00	88%	$5,000.00	$1,750.00
	TOTALS	$465,000.00	$227,000.00	$38,000.00	$0.00	$265,000.00	57%	$200,000.00	$13,250.00

Quantum Software Solutions, Inc. Document

PAYMENT APPLICATION

TO:	Hidalgo County 2812 S. Bus. 281 Edinburg, Texas 78539 Attn: Martha Salazar	PROJECT NAME AND LOCATION:	Hidalgo County WIC Clinic Hidalgo County WIC Clinic Addition 3105 E. Richardson Rd. Edinburg, Texas 78539	APPLICATION # PERIOD THRU: PROJECT #s: DATE OF CONTRACT:	5 04/25/2013 10/24/2012
FROM:	HighMark Construction Company, LLC 2016 S. 45th St. McAllen, Texas 78503	ARCHITECT:	Dannenbaum Engineering Company 1109 Nolana Loop Suite 208 McAllen, Texas 78504		
FOR:	WIC Clinic Addition				

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	**CONTRACT AMOUNT**		$465,000.00
2.	**SUM OF ALL CHANGE ORDERS**		$0.00
3.	**CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$465,000.00
4.	**TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		$369,500.00
5.	**RETAINAGE:**		
	a. 5.00% of Completed Work (Columns D + E on Continuation Page)	$16,725.00	
	b. 5.00% of Material Stored (Column F on Continuation Page)	$1,750.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$18,475.00
6.	**TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$351,025.00
7.	**LESS PREVIOUS PAYMENT APPLICATIONS**		$251,750.00
8.	**PAYMENT DUE**		**$99,275.00**
9.	**BALANCE TO COMPLETION** (Line 3 minus Line 6)	$113,975.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC

By: _____ Date: 4-29-2013
Carlo Cantu

State of:

County of:

Subscribed and sworn to before me this 29th day of APRIL 2013

Notary Public: _____

My Commission Expires: 4-4-2016

TOMAS RENE CANUL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
04-04-2016

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... $99,275.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Steve McGarraugh, AIA

By: _____, AIA Date: 5/23/2013

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Hidalgo County WIC Clinic
Hidalgo County WIC Clinic Addition

APPLICATION #: 5
DATE OF APPLICATION: 04/25/2013
PERIOD THRU: 04/25/2013
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	General Conditions	$50,000.00	$48,500.00	$1,500.00	$0.00	$50,000.00	100%	$0.00	$2,500.00
2	Site Work	$15,000.00	$15,000.00	$0.00	$0.00	$15,000.00	100%	$0.00	$750.00
3	Reinforcing Steel	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100%	$0.00	$500.00
4	Concrete Works	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	$1,000.00
5	Doors, Frames, Hardware	$25,000.00	$25,000.00	$0.00	$0.00	$25,000.00	100%	$0.00	$1,250.00
6	Metal Studs, Susp. Clg, Sheetrock	$30,000.00	$20,000.00	$5,000.00	$0.00	$25,000.00	83%	$5,000.00	$1,250.00
7	Painting	$10,000.00	$0.00	$4,000.00	$0.00	$4,000.00	40%	$6,000.00	$200.00
8	Millwork	$10,000.00	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	$0.00
9	Flooring & Tile Works	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	$0.00
10	Structural Steel	$40,000.00	$35,000.00	$5,000.00	$0.00	$40,000.00	100%	$0.00	$2,000.00
11	Roofing	$40,000.00	$0.00	$0.00	$35,000.00	$35,000.00	88%	$5,000.00	$1,750.00
12	Mechanical	$50,000.00	$0.00	$25,000.00	$0.00	$25,000.00	50%	$25,000.00	$1,250.00
13	Electrical	$75,000.00	$30,000.00	$25,000.00	$0.00	$55,000.00	73%	$20,000.00	$2,750.00
14	Plumbing	$27,000.00	$24,500.00	$0.00	$0.00	$24,500.00	91%	$2,500.00	$1,225.00
15	Demolition	$5,000.00	$2,000.00	$1,500.00	$0.00	$3,500.00	70%	$1,500.00	$175.00
16	Signage	$1,000.00	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
17	Toilet Accessories	$2,000.00	$0.00	$0.00	$0.00	$0.00	0%	$2,000.00	$0.00
18	Project Management & Closeouts	$40,000.00	$35,000.00	$2,500.00	$0.00	$37,500.00	94%	$2,500.00	$1,875.00
	TOTALS	$465,000.00	$265,000.00	$69,500.00	$35,000.00	$369,500.00	79%	$95,500.00	$18,475.00

Quantum Software Solutions, Inc. Document

TRANSMITTAL LETTER

DEC DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC

1109 Nolana Loop, Suite 208, McAllen, Texas 78504 (956)682-3677 O (956) 686-1822 F

PROJECT: (Name, address) Hidalgo County Precinct No. 4- Structures/Bldgs.-Prof Services for Architectural Services

PROJECT NO. 4525-01

DATE: 05/23/2013

TO: Hidalgo County WIC Program
3105 West University Drive
Edinburg, Texas 78539

If enclosures are not noted, please inform us immediately.

If checked below, please:

( ) Acknowledge receipt of enclosures.

( ) Return enclosures to us.

ATTN: **Norma Longoria**
Hidalgo County WIC Director

WE TRANSMIT:

X herewith ___ under separate cover via: _____

___ in accordance with your request _____

FOR YOUR:

X approval & signature ___ distribution to parties ___ information ___ use

___ review & comment X record (s)

___ Other: _____

THE FOLLOWING:

___ Drawings ___ Shop Drawings Prints ___ Samples

___ Specifications ___ Shop Drawing Reproducibles ___ Product Literature

___ Change Order X Other **SEE BELOW**

Copies	Date	Rev. No.	Description	Action Code
3	05/23/2013	**ORIGINAL**	Contractors application for payment No.4 for the above referenced project.	E
3	05/23/2013	**ORIGINAL**	Contractors application for payment No.5 for the above referenced project.	E

ACTION CODE

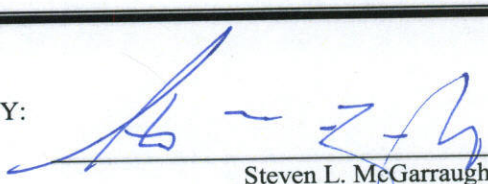
A. Action indicated on item transmitted
B. No Action Required
C. For signature and return to this office
D. For signature and forwarding as noted below under remarks
E. See REMARKS below

REMARKS: Please call our office if you have any questions. Thank you.

COPIES TO: Norma L Longoria

File: 4525-01

(with enclosures)

BY: 

Steven L. McGarraugh, AIA
Project Architect

M:\1540\4525-01\Transmittals\Transmittal Letter - 4525-01 WIC Dept. Pay app. No. 4 & No. 5 (052313).doc

AI-39128 **Purchasing Department 12. H.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324449-$9,502.49 for "Tom Gill/Liberty Road Project";
2. Invoice No. 11324453-$27,398.11 for "Mile 2-Moorfield Rd West to SH 364";
3. Invoice No. 11324455-$21,913.00 "La Homa ROW (Limits: SH 495 to FM 1924).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-100-0-XXX

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

BUDGETARY IMPACT:

PO# 683229 available balance as of 6-10-13 $118,604.31

By account#
3-1342-431-00-123-100-0-731 $73,192.83
3-1342-431-00-123-100-0-711 $ 341.83
3-1342-431-00-123-100-0-841 $45,069.65

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-094-0-731

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

BUDGETARY IMPACT:

PO# 663265 available balance as of 6-10-13 $183,719.60

FISCAL YEAR: 2013 ACCT. #: 3-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO# 671613 available balance as of 6-10-13 $216,073.00

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:54 AM
Manuel Chapa	Manuel Chapa	06/13/2013 09:26 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Rocio Villarreal Started On: 06/05/2013 04:38 PM

Final Approval Date: 06/14/2013

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324449
INVOICE DATE: 05/31/13

SIGN: Laura M. Flores
REQ# 224683
PO# 683229

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120801
Tom Gill/Liberty Road Project
WA#1 - P.O.# 683229
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2013.						
11005-Pre Comp Util	32,232.54	31,587.89		31,587.89	98.0	644.65
11006-Design Schem	263,416.43	258,148.10		258,148.10	98.0	5,268.33
11007-Prelim ROW	27,568.65	27,017.28		27,017.28	98.0	551.37
12001-EA Reports	95,024.83	38,009.93	9,502.49	47,512.42	50.0	47,512.41
12002-Pub Involvment	37,579.61	37,579.61		37,579.61	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12009-Engr/Pub Hear	12,593.28				0.0	12,593.28
12070-Arch & Hist	41,780.40				0.0	41,780.40
16101-Hydro Map	37,568.78	36,817.40		36,817.40	98.0	751.38
TOTALS:	567,770.36	449,166.05	9,502.49	458,668.54	80.8	109,101.82

ORIGINAL CONTRACT SUM	$	567,770.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	567,770.36
TOTAL COMPLETED TO DATE	$	458,668.54
LESS PREVIOUS INVOICES	$	449,166.05
CURRENT PAYMENT DUE	$	9,502.49

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NA ON 6/4/13
GOODS/SERVICES RECEIVED BY
Cris Flores ON 5/31/13
3-1342-431-00-123-100-0-731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324455
INVOICE DATE: 05/31/13

SIGN: [signature]
REQ# 21011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2013.						
32001-Const Mgmt	108,000.00				0.0	108,000.00
60000-Row Acq. Admin	329,000.00	329,000.00		329,000.00	100.0	
60100-Title Services	42,000.00	42,000.00		42,000.00	100.0	
60200-Appraisal Srv	49,000.00	49,000.00		49,000.00	100.0	
60220-Appraisal Srv	140,000.00	140,000.00		140,000.00	100.0	
60300-Appraisal Rvw	24,500.00	24,500.00		24,500.00	100.0	
60330-Appraisal Rev	31,500.00	31,500.00		31,500.00	100.0	
60400-Parcel Negtion	245,000.00	149,205.00	20,895.00	170,100.00	69.4	74,900.00
60500-Clsng Srvs Fee	14,000.00	1,722.00	1,018.00	2,740.00	19.6	11,260.00
TOTALS:	983,000.00	766,927.00	21,913.00	788,840.00	80.2	194,160.00

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	788,840.00
LESS PREVIOUS INVOICES	$	766,927.00
CURRENT PAYMENT DUE	$	21,913.00

[signature]
PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 6/4/13
GOODS/SERVICES RECEIVED BY
[signature] ON 5/31/13

3-1342-431-00-123-045-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324453
INVOICE DATE: 05/31/13

SIGN: [signature]
REQ# 20883
PO# 663265

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2013.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	41,290.51		41,290.51	90.0	4,587.83
13020-ROW Map/Sub	27,000.00	25,650.00	1,350.00	27,000.00	100.0	
15001-Rdwy Dsgn Srvy	21,600.00	21,600.00		21,600.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Field Srvy/Sub	15,300.00	14,535.00	765.00	15,300.00	100.0	
16001-Rdwy Dsg-PS&E	73,500.00	66,150.00		66,150.00	90.0	7,350.00
16101-Hydro Map	30,000.00	27,000.00		27,000.00	90.0	3,000.00
16201-Signing	11,329.30	10,536.25		10,536.25	93.0	793.05
16202-Pavement Mrkng	6,323.80	5,691.42		5,691.42	90.0	632.38
16250-Signal Dsg/Sub	12,974.89	4,933.55		4,933.55	38.0	8,041.34
16304-Irrig Design	15,000.00	13,500.00		13,500.00	90.0	1,500.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	46,800.00		46,800.00	80.0	11,700.00
60100-Title Services	5,400.00				0.0	5,400.00
60200-Appraisal Srv	6,300.00				0.0	6,300.00
60220-Appraisal/Sub	18,000.00				0.0	18,000.00
60300-Appraisal Rvw	3,150.00				0.0	3,150.00
60330-Appr. Rev/Sub	4,050.00				0.0	4,050.00
60400-Parcel Negtion	32,400.00				0.0	32,400.00
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	306,886.73	2,115.00	309,001.73	63.0	181,604.60
13002-ROW Mapping	2,095.00		2,095.00	2,095.00	100.0	
13020-ROW Map/Sub	6,000.00		6,000.00	6,000.00	100.0	
16307-Utilities	19,097.90		17,188.11	17,188.11	90.0	1,909.79
60000-Row Acq. Admin	5,778.00				0.0	5,778.00
60100-Title Services	1,200.00				0.0	1,200.00
60200-Appraisal/Sub	1,400.00				0.0	1,400.00
60220-Appr. Serv/Sub	4,000.00				0.0	4,000.00
60300-Appraial Rvw	700.00				0.0	700.00
60330-Appr. Rev/Sub	900.00				0.0	900.00
60400-Parcel Negtion	13,000.00				0.0	13,000.00
60500-Closing Serv	600.00				0.0	600.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324453
INVOICE DATE: 05/31/13

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	545.377.23	306.886.73	27.398.11	334.284.84	63.0	211.092.39

ORIGINAL CONTRACT SUM	$	490.606.33
CHANGE BY CHANGE ORDER	$	54.770.90
CONTRACT SUM TO DATE	$	545.377.23
TOTAL COMPLETED TO DATE	$	334.284.84
LESS PREVIOUS INVOICES	$	306.886.73
CURRENT PAYMENT DUE	$	27.398.11

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
TA ON 6/4/13
GOODS/SERVICES RECEIVED BY
Comm Flores ON 5/3/13

3-1342-431-00-123-094-0.731

AI-39019 **Purchasing Department 12. I.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of payment for **Invoice# 452501/08/XV** in the amount of **$ 1,786.69** submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA Agreement for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

2. Requesting approval of payment for **Invoice# 452501/09/XV** in the amount of **$ 1,154.93** submitted by Dannenbaum Engineering Company in connection to contract #C-10-101A-10-05-AIA Agreement for: "Building Repairs and/or Additions and Renovations to the W.I.C. Offices located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

BACKGROUND

Invoice#s 452501/08/XV & 452501/09/XV-DEC-C-10-101A-10-05

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1292-441-00-350-001-3-720

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

BUDGETARY IMPACT:

Ref PO# 689303 Vendor: Dannenbaum Engineering Corp.

Funds available to cover invoice# 452501/08/XV in the amount of $1,786.69 and invoice# 452501/09/XV in the amount of $1,154.93 as of 6/12/2013.

Attachments

Inv# 452501/09/XV-Dannenbaum-WIC

Invoice# 452501/08/XV-Dannenbaum-WIC

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:30 AM
Obdett Calzada	Obdett Calzada	06/12/2013 10:21 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Letty Saenz Started On: 05/30/2013 04:09 PM

Final Approval Date: 06/14/2013

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

May 28, 2013

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Attn: Norma Longoria, MS, LD

Ref: Hidalgo County Precinct 4 - Architectural Services
Building Repairs and/or Additions and Renovations to the W.I.C. Offices
Located in Edinburg, Texas on the North Side of Richardson Road and
East of Doolittle Road

Subj: Billing – Invoice 452501/09/XV

Dear Ms. Longoria,

Enclosed is Dannenbaum Engineering Company – McAllen, LLC Invoice 452501/09/XV related to architectural services performed to date for the referenced project. We are billing for the Accessibility Plan Review.

The billing cycle is through April 01, 2013 to April 30, 2013.

Total Due: $1,154.93.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Steven McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano Jr. – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

Date: May 28, 2013
DEC Project Number: 452501
Hidalgo County Contract No: C-10-101A-10-05
Purchase Order No: 646589

Invoice Number: 452501/09/XV
Billing Period: 04/01/13 thru 04/30/13

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Schematic Design (15%)	$ 6,416.25	100%	$ 6,416.25	$ 6,416.25	$ -	$ -
Design Development (20%)	$ 8,555.00	100%	$ 8,555.00	$ 8,555.00	$ -	$ -
Construction Documents (40%)	$ 17,110.00	100%	$ 17,110.00	$ 17,110.00	$ -	$ -
Bid Phase Svs. (5%)	$ 2,138.75	100%	$ 2,138.75	$ 2,138.75	$ -	$ -
Construction Phase Svcs. (18%)	$ 7,699.50	70%	$ 5,389.65	$ 4,234.73	$ 1,154.93	$ 2,309.85
Project Closeout (2%)	$ 855.50	0%	$ -	$ -	$ -	$ 855.50
SUBTOTALS	**$ 42,775.00**	**93%**	**$ 39,609.65**	**$ 38,454.73**	**$ 1,154.93**	**$ 3,165.35**
Additional Services - Out of Scope						
Site Evaluation & Planning						
Steve McGarraugh (Timesheets Included)						
60 Hrs x $198.89/ Hr. per Schedule 'D'	$ 11,933.40					
Less Agreed Discount of $70.14/Hr.	$ (4,208.40)					
Total	$ 7,725.00	100%	$ 7,725.00	$ 7,725.00	$ -	$ -
Accessibility Plan Review (A. Covacevich)	$ 625.00	100%	$ 625.00	$ 625.00	$ -	$ -
SUBTOTALS	**$ 8,350.00**	**100%**	**$ 8,350.00**	**$ 8,350.00**	**$ -**	**$ -**
Reimbursable Expenses			$ 2,133.78	$ 2,133.78	$ -	
GRAND TOTALS	**$ 51,125.00**		**$ 50,093.43**	**$ 48,938.51**	**$ 1,154.93**	**$ 3,165.35**

Amount Due This Invoice **$ 1,154.93**

452501/SLM/SV

DANNENBAUM ENGINEERING COMPANY - MCALLEN LLC
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

April 16, 2013

Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539

Attn: Norma Longoria, MS, LD

Ref: Hidalgo County Precinct 4 - Architectural Services
Building Repairs and/or Additions and Renovations to the W.I.C. Offices
Located in Edinburg, Texas on the North Side of Richardson Road and
East of Doolittle Road

Subj: Billing – Invoice 452501/08/XV

Dear Ms. Longoria,

Enclosed is Dannenbaum Engineering Company – McAllen, LLC Invoice 452501/08/XV related to architectural services performed to date for the referenced project. We are billing for the Accessibility Plan Review.

The billing cycle is through February 02, 2013 to March 31, 2013.

Total Due: $1,786.69.

If you have any questions, please feel free to contact our office.

Sincerely,

Louis H. Jones, P.E.
President

Cc: Richard D. Seitz, P.E. – Dannenbaum Engineering Company – McAllen, LLC
Steven McGarraugh, AIA – Dannenbaum Engineering Company – McAllen, LLC
Francisco J. Montano Jr. – Dannenbaum Engineering Company – McAllen, LLC

Dannenbaum Engineering Company-McAllen LLC

Building Repairs and/or Additions and Renovations to the W.I.C. Offices Located in Edinburg, Texas on the North Side of Richardson Road and East of Doolittle Road within Hidalgo County Precinct No. 4

Date: April 16, 2013
DEC Project Number: 452501
Hidalgo County Contract No: C-10-101A-10-05
Purchase Order No: 646589

Invoice Number: 452501/08/XV
Billing Period: 02/01/13 thru 03/31/13

Monthly Billing Statement

	Budget	Percentage Complete	Earned to Date	Previously Invoiced	Current Billing	Remaining
Schematic Design (15%)	$ 6,416.25	100%	$ 6,416.25	$ 6,416.25	$ -	$ -
Design Development (20%)	$ 8,555.00	100%	$ 8,555.00	$ 8,555.00	$ -	$ -
Construction Documents (40%)	$ 17,110.00	100%	$ 17,110.00	$ 17,110.00	$ -	$ -
Bid Phase Svs. (5%)	$ 2,138.75	100%	$ 2,138.75	$ 2,138.75	$ -	$ -
Construction Phase Svcs. (18%)	$ 7,699.50	55%	$ 4,234.73	$ 2,463.84	$ 1,770.89	$ 3,464.78
Project Closeout (2%)	$ 855.50	0%	$ -	$ -	$ -	$ 855.50
SUBTOTALS	**$ 42,775.00**	**90%**	**$ 38,454.73**	**$ 36,683.84**	**$ 1,770.89**	**$ 4,320.28**
Additional Services - Out of Scope						
Site Evaluation & Planning						
Steve McGarraugh (Timesheets Included)						
60 Hrs x $198.89/ Hr. per Schedule 'D'	$ 11,933.40					
Less Agreed Discount of $70.14/Hr.	$ (4,208.40)					
Total	$ 7,725.00	100%	$ 7,725.00	$ 7,725.00	$ -	$ -
Accessibility Plan Review (A. Covacevich)	$ 625.00	100%	$ 625.00	$ 625.00	$ -	$ -
SUBTOTALS	**$ 8,350.00**	**100%**	**$ 8,350.00**	**$ 8,350.00**	**$ -**	**$ -**
Reimbursable Expenses			$ 2,133.78	$ 2,117.98	$ 15.80	
GRAND TOTALS	**$ 51,125.00**		**$ 48,938.51**	**$ 47,151.82**	**$ 1,786.69**	**$ 4,320.28**

Amount Due This Invoice **$ 1,786.69**

Reimbursable Expenses - Detail

Vendor	Invoice #	Invoice Date	Check #	Check Date	Amount	Multiplier	Extended Amount
Federal Express Corp	2-183-87919	2/21/2013	288922	3/15/2013	$ 7.18	1.1	$ 7.90
Federal Express Corp	2-213-86073	3/21/2013	289154	3/29/2013	$ 7.18	1.1	$ 7.90
							$ 15.80

AI-39103 **Purchasing Department 12. J.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Acceptance and approval for payment of invoice #3340 in the amount of $11,154.00 submitted by project engineer, Ramiro Gutierrez Engineering Corporation, Contract C-12-314-01-29 (WA #1), in connection with engineering services for preliminary engineering phase and design phase.

BACKGROUND

Rancho Blanco Rd. (Alamo-Tower)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

PO # 690938 available balance as of 6/5/2013 $ 15,210.00

Attachments

INV # 3340

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:34 AM
Manuel Chapa	Manuel Chapa	06/12/2013 03:06 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Carlos Jasso Started On: 06/05/2013 02:36 PM

Final Approval Date: 06/14/2013

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3340
Date 6/3/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Rancho Blanco Rd (Alamo-Tower)

Project No.: *ENG13.101*
Contract No.: *C-12-314-01-29(WA#1)*
PO No. *690938*

Const. Cost
% of Const. Cost
Billing Fee *20,280.00*

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Preliminary Engineering Phase	10,140.00	100.00%	10,140.00	5,070.00	5,070.00
Design Phase	6,084.00	100.00%	6,084.00		6,084.00
Construction Phase	4,056.00	0.00%			0.00

PO # 690938
3-1200-431-00-122-086-0-731
Req # 233489

INVOICE RECEIVED BY: Elizabeth Casas ON 6/4/13
GOODS/SERVICES RECEIVED BY: Hector Tito Palacios ON 6/3/13

Balance Due **$11,154.00**

R. Gutierrez Engineering Corporation
Texas Engineering Firm Number: F-486
Texas Surveying Firm Number: 101650-00

June 3, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Rancho Blanco Rd. (Alamo-Tower) – Invoice
ENG13.101

Dear Commissioner Palacios:

Enclosed is an invoice for the work completed to date on the above referenced project. We have completed the preliminary engineering phase and the design phase. Enclosed is a set of plans for your records.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

Enclosure(s)

cc: File

130 E. Park Avenue – Pharr, Texas 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – Email: jaime@rgec.net

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Rancho Blanco Rd. (Alamo-Tower)
PROJECT NO.: ENG13.101
DATE: June 3, 2013

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	X PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	6/3/2013	Invoice No. 3340
1	6/3/2013	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUN 04 2013

Copy Distribution: file

Received by: Elizabeth Casas

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgec.net

AI-39055 **Purchasing Department 12. K.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of payment for Inv# M172770 ($501.00) as submitted by HALFF ASSOCIATES, INC., in connection to contract #C-11-291-01-24 (WA#1) for the purposes of: "Building Repairs/Renovation, Alterations and/or Additions to County Owned Buildings within Hidalgo County Precinct No. 4"--PROJECT: Installation Infrastructure Engineering, Drawings and Specifications for the Addition of Annex Structures/Three (3) Modular Buildings to the existing Hidalgo County Courthouse.

BACKGROUND

Invoice #M172770-Halff Assoc Inc-C-11-291-01-24 (WA#1)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-220-048-0-720

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

BUDGETARY IMPACT:

Ref PO# 681398 Vendor: Halff Associates, Inc.

Funds available as of 6/12/2013 for WA#1 (invoice #M172770) in the amount of $501.00.

Attachments

Inv# M172770-Halff AssocInc-C-11-291-01-24(WA#1)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:31 AM
Obdett Calzada	Obdett Calzada	06/12/2013 10:32 AM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Letty Saenz Started On: 06/03/2013 01:36 PM

Final Approval Date: 06/14/2013

INVOICE

HALFF

ENGINEERS · ARCHITECTS · SCIENTISTS · PLANNERS · SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

RECEIVED
APR 29 2013
By

Hidalgo County Commissioner's Court
Purchasing Department
P.O.Box 1356
Edinburg, TX. 78540

Attention: Mr. Orscar Garza

Invoice Date : 04/24/2013
Invoice # : M172770
Project : 29024
Invoice Group : 01
Client Code : HIDAL5

Project Name : Hidalgo County\2012 Various WA

For Professional Services Rendered through: 4/14/2013
Re: Engineering Services
Edinburg, TX

Project Name: 3 Modular Buildings Annex Structure
Contract Number: C-11-291-01-24
Work Athorization #01
Purchase Order #681398

** Please contact Maribel Martinez (956-664-0286)
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
WA01 -- 3 Modular Buildings Annex Structur					
CM01 -- B1 - Bid Phase Services	1,620.00	1,620.00	100.00	0.00	1,620.00
CM02 -- C1 - Construction Phase Services	10,020.00	9,519.00	100.00	501.00	10,020.00
CS01 -- A8 - Proj Specifications & Bid Doc.	1,360.00	1,360.00	100.00	0.00	1,360.00
DE01 -- A4- Electrical Engineering	9,040.00	9,040.00	100.00	0.00	9,040.00
DM01 -- A3 - Mechanical \Plumbing	2,560.00	2,560.00	100.00	0.00	2,560.00
DZ01 -- A2 - Civil Engineering	9,060.00	9,060.00	100.00	0.00	9,060.00
SD01 -- A1 - Survey for Design	1,040.00	1,040.00	100.00	0.00	1,040.00
SUB1 -- A5 - ADA Compliance \Coordination	2,725.00	2,043.75	75.00	0.00	2,043.75
SUB2 -- A6 - Geotechnical Report-RABA	6,200.00	6,200.00	100.00	0.00	6,200.00
SUB3 -- A7 - Architectural \Dannenbaum	12,000.00	12,000.00	100.00	0.00	12,000.00
Phase WA01 Subtotal	**55,625.00**	**54,442.75**	**98.78**	**501.00**	**54,943.75**
Totals:	**55,625.00**	**54,442.75**	**98.78**	**501.00**	**54,943.75**

Total Fee Earned To Date	54,943.75
Less Previous Billings	54,442.75
Amount Due this Invoice	**501.00**

TERMS: DUE UPON RECEIPT

(214) 346-6200 **ORIGINAL** (214) 739-0108 Fax

AI-39102 **Purchasing Department 12. L.**

CC CONSENT

Meeting Date: 06/18/2013

Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of payment for Invoice No. 3336 in the amount of $4,162.80 (Pct 2, 3rd Call, Rancho Escondido Subdivisions) as submitted by project engineer R. Gutierrez Engineering Corporation (C-CAP-08-029A-10-28.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1312-431-00-122-596-0-334

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

BUDGETARY IMPACT:

P.O.#659619 Vendor: R. Gutierrez Engineering Corp.

Funds available for WA#3 in the amount of $4,162.80 as of 6/12/2013.

Attachments

Invoice No.3336 R. Gutierrez Engineering Corporation

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	06/05/2013 04:01 PM
Purchasing Department	Darlene Betancourt	06/07/2013 08:59 AM
Budget & Management	Obdett Calzada	06/07/2013 09:33 AM
Obdett Calzada	Obdett Calzada	06/12/2013 01:50 PM
Auditor's Office	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Marcie Jackson Started On: 06/05/2013 02:25 PM

Final Approval Date: 06/14/2013

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2537 • (FAX) 956-782-2538
Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3336
Date 5/23/2013
Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: BCAP Rancho Escondido Subdivision

Project No.: ENG05.012h
Contract No.: C-CAP-08-029A-10-28(WA#3)
PO No. 670937 & 659619, 613775, 563459

Const. Cost
% of Const. Cost
Billing Fee 41,628.00

Phase	*Phase Fee*	*% Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Preliminary Design	16,651.20	100.00%	16,651.20	16,651.20	0.00
Final Design	16,651.20	100.00%	16,651.20	16,651.20	0.00
Construction	8,325.60	100.00%	8,325.60	4,162.80	4,162.80

REQ# 197354 P.O.# 659619
3-1312-431-00-122-596-0-334→$4,162.80
RANCHO ESCONDIDO SUBD-ENG&ARCH SRV

6-5-2013

INVOICE RECEIVED BY: _____ ON 5/23/13
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 5/23/13

INVOICE RECEIVED BY _____ on 5/28/13
GOODS/SERVICES RECEIVED BY: _____ on 5/28/13

Balance Due $4,162.80

R. Gutierrez Engineering Corporation
Border Colonia Access Program - Round III
Contract No: C-CAP-08-029A-10-28(WA#3)
PO No: 670937, 659619, 613775, 563459

Work Authorization Number 3
Schedule of Values

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Prelimary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080413	Las Milpas Subdivision	$ 17,407.93	100%	$ 6,963.17	100%	$ 6,963.17	100%	$ 3,481.59	$ 17,407.93	$ 17,407.93	$ -	100%	$ -
M1080454	McColl Estates Subdivision	$ 16,626.81	100%	$ 6,650.72	100%	$ 6,650.72	100%	$ 3,325.37	$ 16,626.81	$ 16,626.81	$ -	100%	$ -
M1080596	Rancho Escondido	$ 41,628.00	100%	$ 16,651.20	100%	$ 16,651.20	100%	$ 8,325.60	$ 41,628.00	$ 37,465.20	$ 4,162.80	100%	$ -
M1080693	South Side Village (Const. Mgmt Only)	$ 1,727.09	100%	$ -	100%	$ -	100%	$ 1,727.09	$ 1,727.09	$ 1,727.09	$ -	100%	$ -
M1080557	Pentecostal (Const. Mgmt Only)	$ 4,045.05	100%	$ -	100%	$ -	100%	$ 4,045.05	$ 4,045.05	$ 4,045.05	$ -	100%	$ -
M1080767	Val Bar (Const. Mgmt Only)	$ 1,944.93	100%	$ -	100%	$ -	100%	$ 1,944.93	$ 1,944.93	$ 1,944.93	$ -	100%	$ -
		$ 83,379.81		**$ 30,265.09**		**$ 30,265.09**		**$ 22,849.63**	**$ 83,379.81**	**$ 79,217.01**	**$ 4,162.80**		**$ -**

Project Completion

Anticipated Completion Date _____

Extension _____

Date Extension was approved in Court _____

Project Engineer

Name (Print) Ramiro Gutierrez

Signature _____

Date 5-23-13

Colonia Access Program Director _____

Date 6.5.2013