CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 18, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A. **AI-43196** 2014 - Pct. #2 Road Maintenance (1200)

B. **AI-43187** 2014 - County Court #7 (1100)

C. **AI-42958** 2014 - County Court at Law #8 (1100)

D. **AI-43113** 2014 - Pct. #1 Parks (1100)

E. **AI-43143** 2014 - Constable Pct. #3 (1100)

F. **AI-42982** 2014 - County Court at Law #5 (1100)

G. **AI-43026** 2014 - Purchasing Dept. (1100)

H. **AI-43162** 2014 - Fire Marshal's Office (1100)

I. **AI-43166** 2014 - County Judge (1100)

J. **AI-42948** 2014 - Veterans (1100)

K. **AI-42941** 2014 - Sheriff's Department (1100)

3. **2014 Interdepartmental transfers:**

A. **AI-43207** Pct. 2 Road Adm.:
Approval of 2014 interdepartmental transfer from Pct. 2 Road Maintenance to Pct. 2 Road Adm. in the amount of $522.00

4. Planning Department:

A. AI-43146 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)

5. Executive Officer - Valde Guerra:

A. AI-43165 Approval of 457 Plan Hardship withdrawal requests for employee #115509 & #177199

B. AI-43148 Right of Way Permits:
* Capital Star Oil & Gas Inc.
1. Capital Star to bore across 3 Mile Line Road.

6. Membership Dues:

A. AI-43124 Amigos Del Valle/County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Amount	Year	Acct.#	Req.#
Amigos Del Valle, Inc.	$ 5,000.00	2014	4-1100-444-00-125-018-0-810	251649
NACo	$11,983.00	2014	4-1100-413-30-125-004-0-810	251646
LRGVDC	$46,762.00	2014	4-1100-413-30-125-004-0-810	251645
Texas Conference of Urban Counties	$20,744.00	2014	4-1100-413-30-125-004-0-810	251643
Rio Grande Valley Mobility Task Force	$ 8,500.00	2014	4-1100-413-30-125-004-0-810	251650

B. AI-42984 Sheriff's Dept. (1100):
Requesting approval of 2014 membership dues, narcotic certification and police service dog certification payment to the National Narcotic Detector Dog Association, Inc. for: Jaime Garcia and K9 Herby, Oscar Elizondo and K9 Indy, Juan Moreno and K9 Endy, Armando Pena and K9 Bombix, Jesse Trantham and K9 Vyttig, Javier Solis and K9 Dick and reserve membership dues for Francisco Guerrero and K9 Argo with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (Requisition #250089)

C. AI-42957 Health & Human Services Dept. (1100):
Approval of 2014 Texas Indigent Health Care Association membership dues in the total amount of $200.00, with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

D. AI-43084 District Attorney (1100):
Request approval of TIBA - Texas Independent Bar Association Annual Membership Dues for Roy Cazares in the amount of $120.00 with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

7. County Auditor:

A. AI-43173 Discussion, consideration and approval to process the City of Alamo 2009, 2010, 2011 and 2012 TIRZ payment, in the amount of $67,044.99, pursuant to the interlocal agreement between the City of Alamo, Hidalgo County, and the Reinvestment Zone No. 1, City of Alamo

8. Budget & Management:

A. AI-43062 Telephone & Internet Sweep (1100): Approval to transfer General Fund lapsed telephone and internet funds from various departments to the I.T. Countywide - Telephone account.

9. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-43193** **Precinct 4 Administration:**

Requesting authority to enter into a 12-month renewal copier service agreement - scan and authority to execute required agreement for the following with Copy Graphics, Inc.;

Requisition	Model	Serial	Yearly	Effective	Account Number
251349	Ricoh AF-2020	K8266840016	$440.00	1/26/2014-1/25/2015	4-1200-431-00-124-007-0-432

B. **AI-43110** Pct. 2

Acceptance and approval of payment for Invoice #2013-126Rev in the amount of $2,747.62 submitted by contracted architect, ERO Architects in connection with, "Pct. 2 Equipment & Maintenance Facility "C-13-096-07-09.

C. **AI-42906** **Tax Office-Edinburg:**

Requesting authority to purchase a renewal software maintenance through our membership/participation with GSA awarded vendor Ultrabac Software contract #GS-35F-0243K with the company's response as to acceptance of purchase order only with (County's terms & conditions), no document required, through requisition #248880 in the amount of $980.00/year, effective 2/2014-1/30/2015- Acct. #4-1100-415-15-140-001-0-336.

D. **AI-43185** Acceptance and approval of Change Order No. 1 for an extension of thirteen (13) additional days and no additional dollars to Contract No. C-13-258-10-15 with Herrera & Hunt, Inc. as reviewed/approved by the engineer of record, Halff Associates, Inc. for: Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment Project" with authority for County Judge, or Court Member to execute document.

E. **AI-43114** 1. Requesting approval of payment for Invoice # 3005-14 ($5,700.92) submitted by Mata-Garcia Architects, LLP, in connection to C-13-072-09-03 (PO# 700944) for Job Specific: The New Community Resource Center (CRC) Facility/Building in San Carlos, Texas located within Hidalgo County Precinct No. 4.

2. Requesting approval of payment for Invoice # 3006-14 ($2,527.97) submitted by Mata-Garcia ARchitects, LLP, in connection to C 13-119-10-02 (PO# 701993) for Job Specific: Linn-San Manuel Emergency Service Building located within Hidalgo County Precinct No. 4.

3. Requesting approval of payment for Invoice # 11324726 ($7,500.00) submitted by L&G Consulting Engineers Inc. in connection to C-11-234-09-13 (PO# 663995) for WA #1: FM1925 Project (from Kenyon Rd. to FM 907).

4. Requesting approval of payment for Invoice # 11324727 ($14,253.73) submitted by L&G Consulting Engineers Inc. in connection to C-12-126-10-16 (PO# 688820) for WA #1: 10th Street Extension Project.

5. Requesting approval of payment for Invoice # 11324721 ($17,144.20) submitted by L&G Consulting Engineers Inc. in connection to C-13-178-08-20 (PO# 696996) for WA#1: FM 2220 Ware Road Project (from Mile 3N to Mile 5N).

6. Requesting approval of payment for Invoice # 11324724 ($94,221.70) submitted by L&G Consulting Engineers Inc. in connection to C-12-126-10-16 (PO# 700265) for WA#2: 10th Street Extension Project.

F. **AI-43128** Approval of the following with Texas Cordia Construction, LLC contracted vendor for Dimas 2 & 3 Subdivisions - Pct. No. 1 as submitted through project engineer, TEDSI Infrastructure Group Inc. (C-CAP-12-112-12-28):

1. Application for payment No. 2 (Final)-$3,432.36;
2. Application for payment No. 3 (Retainage Release)-$23,335.96;
3. Certificate of Construction Completion reflecting the date of November 26, 2013.

G. **AI-42917** Approval to continue annual Client Support and Software Update Service (Legacy M-S) Agreement with Tyler Technologies, Inc. in the quarterly amount of $16,853.00 arising from the original purchase from 1997.

H. **AI-42943** **Tax Office-San Juan:**
Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio SP 5200S through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-1674 through Requisition #250492 in the amount of $69.06/month-equipment & B/W impressions @ $21.50/month-service with a total of $90.56/month, effective upon approval.

I. **AI-43047** Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324718-$44,712.50 for "FM 494-Shary Road Project
2. Invoice No. 11324719-$60,580.00 for "Mile 3";
3. Invoice No. 11324722-$7,775.66 for "Tom Gill/Liberty Rd Project";
4. Invoice No. 11324725-$124,725.00 for "Liberty Road Project";
5. Invoice No. 11324729-$4,250.00 for "La Homa ROW"

J. **AI-43045** Acceptance and approval of Invoice #14015-$5,115.00 from Javier Hinojosa Engineering, contracted engineer for "Paving Improvement for Marisol St., Ojo De Agua St. Regency Acres St."

K. **AI-43034** Acceptance & approval of Invoice No. 1120-$3,543.98, from contracted vendor, Prodigy Construction Management, LLC- contract #C-13-276-09-10, construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building".

L. **AI-43024** Constable Pct. #1:
Hon. Celestino Avila, Hidalgo County Constable PCT1 requests the removal of Asset #44614 - Inspiron 600M Laptop Computer with Serial Number 4MC9S81 due to theft and as further documented and supported in attached documentation.

M. **AI-43005** Acceptance and approval of request for payment of Invoice #20131777-$9,600.00-Work Authorization #3 as submitted by TEDSI Infrastructure Group for Professional Engineering services from: 11-01-13 to 12-31-13 through Contract#C-08-226-09-30 & PO#695933.

N. **AI-43014** Requesting approval of payment for Invoice No. 14003-$17,909.67 (Pct 3, 3rd Call/Palm Lake Estates, Verda Tropical & Dude Hill Subdivisions) (C-CAP-08-030A-10-28) and Invoice No. 14004-$8,820.58 (Pct 3, 3rd Call/Ramirez I, II, & III, Randolph Barnett & Regal Estates Subdivisions) (C-CAP-12-128-05-22) as submitted by project engineer Javier Hinojosa Engineering.

O. **AI-42991** Approval of a clarification to reflect the corrected contract page with appropriate assigned contract number as C-13-250-01-14 for "Road and Drainage Construction - Rancho Blanco Road" project (CC action of 01-14-14 thru AI #42514).

P. **AI-42971** Acceptance and approval of Request for Payment Applications No. 1-$86,647.50 & Payment Application #2-$56,588.75, as submitted by Herrera and Hunt, Inc, awarded contractor for the "Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment" and as certified for payment by project engineer, Halff Associates, Inc.-Contract #C-13-258-10-15.

Q. **AI-43028** Add/delete fuel card users/drivers

1. Fire Marshal - add drivers

AI-43196 **2014 Intradept. (line item) Transfer 2. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2014 - Pct. #2 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/14/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 01:23 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Angela Garcia Started On: 02/14/2014 11:55 AM

Final Approval Date: 02/14/2014

INTRADEPARTMENTAL TRANSFER

DATE: February 14, 2014

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 Road Maintenance

ACCOUNT NUMBER: 4-1200-431-00-122-006-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	742	HEAVY EQUIPMENT	$2,996.80
			TOTAL	$2,996.80

REASON: PURCHASE HEAVY EQUIPMENT

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43187 **2014 Intradept. (line item) Transfer 2. B.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - County Court #7 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-027-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/13/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 03:31 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Monica Badillo Started On: 02/13/2014 03:21 PM

Final Approval Date: 02/14/2014

DATE: February 13, 2014

DEPARTMENT HEAD: SERGIO J. VALDEZ

DEPARTMENT NAME: COUNTY COURT AT LAW NO. 7

ACCOUNT NUMBER: 4-1100-412-00-027-001-0-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 DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	661	MINOR OFFICE FURN. & EQUIP.	$1,100.00
890	OTHER	619	OTHER MISC SUPPLIES	350.00
890	OTHER	439	REPAIR & MAINT. SERV. OTHERS	$350.00
665	MINOR COMP. EQUIPMENT	601	OFFICE AND COMP. SUPPLIES	1,000.00
			TOTAL	2,800.00

REASON: NEED TO PURCHASE SUPPLIES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42958 **2014 Intradept. (line item) Transfer 2. C.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Rolando Cantu **Submitted By:** Carlos Perez, COUNTY COURT #8

Department: COUNTY COURT #8

Information

CAPTION

2014 - County Court at Law #8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-028-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/4/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/31/2014 03:05 PM
Purchasing Department	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Carlos Perez Started On: 01/31/2014 02:15 PM

Final Approval Date: 02/14/2014

DATE: 1.31.2014

2014
Transfer

DEPARTMENT HEAD: Judge Rolando Cantu

DEPARTMENT NAME: Department of Budget & Management for County Court # 8

ACCOUNT NUMBER: 4-1100-412-00-028-001-0-XXX

Contact Person: Carlos Perez **Ph#:** (956) 292-7740 ext: 6682

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	432	Equip & Veh R&M Srv	1,100.00
890	Other	442	Equip & Veh Rental	50.00
890	Other	529	Surety & Notary Bonds	60.00
890	Other	531	Telephone	420.00
890	Other	535	Postage	500.00
890	Other	583	Travel Out of County	3,000.00
890	Other	584	Registration Fees	1,500.00
890	Other	601	Office & Computer Supplies	2,000.00
890	Other	607	Household & Janitorial Supplies	800.00
890	Other	619	Other Misc Supplies	3,600.00
890	Other	630	Food	1,000.00
890	Other	631	Bottled Water	100.00
890	Other	640	Refrence Materials	500.00
890	Other	661	Minor Office Furn & Equipment	2,000.00
890	Other	664	Other Minor Equipment	3,208.05
890	Other	665	Minor Computer Equipment	2,000.00
890	Other	672	Eq & Veh R&M Supplies	125.00
890	Other	743	Offiice Furn & Equip	2,000.00
			TOTAL	**23,963.05**

REASON:
DISBURSMENT OF MONIES IN ANNUAL BUDGET

DEPARTMENT HEAD SIGNATURE

1.31.2014
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43113 **2014 Intradept. (line item) Transfer 2. D.**

CC CONSENT

Meeting Date: 02/18/2014

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

Department: COMM. PCT. #1

Information

CAPTION

2014 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-121-013-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/12/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/11/2014 09:51 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Katia Garcia Started On: 02/10/2014 11:19 AM

Final Approval Date: 02/14/2014

DATE: February 10, 2014

2014
Transfer

AI-43113

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

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

ACCOUNT NUMBER: 4-1100-452-00-121-013-0-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
672	EQUIP & VEH R&M SUPPLIES	811	LICENSES & PERMITS	$45.71
			TOTAL	$45.71

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-43143 **2014 Intradept. (line item) Transfer 2. E.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Raquel Ramos,
CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2014 - Constable Pct. #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-293-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/13/14.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:51 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Raquel Ramos Started On: 02/12/2014 10:07 AM

Final Approval Date: 02/14/2014

DATE: **February 14, 2014**

DEPARTMENT HEAD: **Lazaro Gallardo, Jr.**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: **4-1100-421-00-293-001-0-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 DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
532	**WIRELESS DEVICES**	**342**	**INFO & CREDIT SERVICES**	**$ 700.00**
			TOTAL	**$ 700.00**

REASON: **TO COVER INVOICES UNDER CURRENT CONTRACT UNTIL AUGUST 2014.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-42982 **2014 Intradept. (line item) Transfer** **2. F.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: JoAnna G. Guerra Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: COUNTY COURT #5

Information

CAPTION

2014 - County Court at Law #5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-025-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 02/04/2014.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/03/2014 05:07 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Sylvia Solis Started On: 02/03/2014 02:57 PM

Final Approval Date: 02/14/2014

DATE: February 3, 2014

2014
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #5

ACCOUNT NUMBER: 4-1100-412-00-025-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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	780	CAPITAL LEASES	1,125.00
			TOTAL:	**1,125.00**

REASON:
Intradepartmental Transfer to fund Xerox copier lease agreement.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-43026 **2014 Intradept. (line item) Transfer 2. G.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2014 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-18-160-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/6/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/05/2014 04:02 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Nielda Cavazos Started On: 02/05/2014 02:13 PM

Final Approval Date: 02/14/2014

DATE: **February 5, 2014**

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

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **4-1100-415-18-160-001-0-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 DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
743	Office furniture & Equip	810	Dues and Memberships	**$75.00**
			TOTAL	**$75.00**

REASON: Transfer needed to pay membership dues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-43162 **2014 Intradept. (line item) Transfer** **2. H.**

CC CONSENT

Meeting Date: 02/18/2014

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

2014 - Fire Marshal's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/13/14.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 03:25 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Sulema Cavazos Started On: 02/12/2014 03:21 PM

Final Approval Date: 02/14/2014

DATE: 02/12/13

DEPARTMENT HEAD: Juan Martinez

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: **4-1100-422-10-300-001-0-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	NAME	TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
890	OTHER	668	POLICE WEAPONS & BULLETPROOF VESTS	$3,200.00
				$3,200.00

REASON: TO PURCHASE BULLETPROOF VESTS

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-43166 **2014 Intradept. (line item) Transfer 2. I.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Jaime Longoria Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2014 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-00-110-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/13/14.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 04:46 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: SANDRA DELEON Started On: 02/12/2014 04:26 PM

Final Approval Date: 02/14/2014

DATE: February 12, 2014

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office - Public Affairs

ACCOUNT NUMBER: 4-1100-413-00-110-006-0-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
412	Cable/Satellite TV	640	Reference Materials	115.00
412	Cable/Satellite TV	583	Travel Out of County	188.06
540	Advertising	583	Travel Out of County	1,247.88
			TOTAL	1,550.94

REASON: Transfer needed to pay copier, wireless device for the year and travel.

DEPARTMENT HEAD SIGNATURE

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

AI-42948 **2014 Intradept. (line item) Transfer 2. J.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2014 - Veterans (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-444-00-370-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/4/14.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/03/2014 01:42 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Monica Badillo Started On: 01/31/2014 11:12 AM

Final Approval Date: 02/14/2014

DATE: January 30, 2014

DEPARTMENT HEAD: Emilio De Los Santos

DEPARTMENT NAME: Veterans

ACCOUNT NUMBER: 4
3-1100-444-00-370-001-0-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 DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
535	POSTAGE	780	CAPITAL LEASES	$13.00
535	POSTAGE	640	REFERNCE MATERIALS	18.00
			TOTAL	31.00

REASON: To cover estimated expenses and contract agreement through December 31, 2014.

Emilio De Los Santos 1/30/2014

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42941 **2014 Intradept. (line item) Transfer 2. K.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2014 - Sheriff's Department (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 2/4/14.

Attachments

Line Item Transfer 2-18

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/31/2014 09:24 AM
Budget & Management	Debbie Tamez	01/31/2014 02:08 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Myra Montoya Started On: 01/31/2014 08:39 AM

Final Approval Date: 02/14/2014

DATE: 1/30/2014

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 4-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-421-00-280-001-0-	664 - OTHER MINOR EQUIPMENT	→	4-1100-421-00-280-001-0-	748 - OTHER EQUIPMENT	$ 1,115.00
		TOTAL			$1,115.00

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURE FOR THE PURCHASE OF DVR RECORDER FOR PATROL UNIT.

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-43207 **2014 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 Road Adm.:
Approval of 2014 interdepartmental transfer from Pct. 2 Road Maintenance to Pct. 2 Road Adm. in the amount of $522.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-005-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 2-14-14

Attachments

inter transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/14/2014 03:24 PM
Manuel Chapa	Manuel Chapa	02/14/2014 03:57 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Angela Garcia Started On: 02/14/2014 03:12 PM

Final Approval Date: 02/14/2014

DATE: January 27, 2014

DEPARTMENT HEAD: Comm. Hector Palacios

DEPARTMENT NAME: Pct. 2 Adm.

ACCOUNT NUMBER: 4-1200-431-00-122-005-0-xxx

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

Contact: ANGELA GARCIA
Ph#: 956-787-1891

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
4-1200-431-00-122-006-0-890	Pct. 2 Road Maint. - Other	(522.00)
TO		
4-1200-431-00-122-005-0-679	Pct. 2 Road Adm. - R&M Supplies - Other	200.00
4-1200-431-00-122-005-0-529	Pct. 2 Road Adm. - Surety & Notary Bonds	58.00
4-1200-431-00-122-005-0-540	Pct. 2 Road Adm. - Advertising	264.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
funding needed for various accounts expenditures

APPROVED COMMISSIONERS' COURT

/ /
DATE

AI-43146 **Planning Department 4. A.**

CC CONSENT

Meeting Date: 02/18/2014

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 02-18-14

Pct 2 & 4 Cert Plat & Utility Status 02-18-14

Pct 2 & 4 Water Service Availability 02-18-14

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 11:26 AM
Manuel Chapa	Manuel Chapa	02/12/2014 03:06 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Irma Castillo Started On: 02/12/2014 10:49 AM

Final Approval Date: 02/14/2014

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ARMANDO OLIVO	1-10847
	COMM. COURT: February 18, 2014	

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: 1-10847

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: Armando Olivo

Address: North Alamo Village lot 83 P.O. Box 563 Alamo Tex. 78516

Phone: (956) 929-1402

Water Supplier: NAWSC

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: North Alamo Village Lot # 83,

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 7/21/81);

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: 1-10847

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: Armando Olivo

Address: P.O. Box 563
Alamo, Tex 78516

Phone: (956) 929-1402

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

Alamo Village Lot #83

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 Armando Olivo
Requesting Party (Signature)

2/12/14
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:

2/12/14
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10847
Feb. 7, 2014

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

N3300-00-000-0083-00

[1] OWNER: OLIVO, ARMANDO
PO BOX 563

ALAMO TX 78516-0563
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 980 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
NORTH ALAMO VILLAGE LOT 83

LOCATION: 0

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $3,500

[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 X-44

Prepared by — Date: 2/7/14

Approved by — Date: 1/29/14

Signature of Owner or Applicant — Date: 2/7/14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0452 E 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.

130 - WARRANTY DEED

The State of Texas,

County of Hidalgo

Know All Men by These Presents:

91471B

THAT we, Eleazar Olivo and wife, Hilaria C. Olivo

of the County of Hidalgo State of Texas for and in consideration

of the sum of TEN AND NO/100ths----------($10.00)---------- DOLLARS

---

to us in hand paid by ARMANDO OLIVO

as follows:

/////////

ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

ARMANDO OLIVO

whose mailing address is P. O. Box 563, Alamo

of the County of Hidalgo State of Texas all that certain

ALL of Lot EIGHTY-THREE (83), NORTH ALAMO VILLAGE, Hidalgo County, Texas according to the map recorded in Volume 21, page 193, 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:

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

ARMANDO OLIVO, his

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

ARMANDO OLIVO, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Donna, Texas

this 21st day October 2000

Witness at Request of Grantor:

x Eliazar Olivo
Eleazar Olivo

x Hilaria C. Olivo
Hilaria C. Olivo

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Hidalgo

This instrument was acknowledged before me on the 21st day of October 2000 by Eleazar Olivo and wife, Hilaria C. Olivo.

Notary Public, State of Texas
Notary's printed name: JUANITA S. PEREZ

My commission expires: 04-30-2001

JUANITA S. PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. April 30, 2001

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Santos Chapa	4-13048
2.	Elizabeth Escobar	4-13039
	COMM. COURT: February 18, 2014	

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: 4-13048

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
	N/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Santos Chapa

Address: 17930 North Evabanks Rd Edinburg TX 78541

Phone: 956-655-1707

Water Supplier: Sharyland water (has ag. water)

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: # 10032789464304779

(✓) Temporary Pole [ ] Permanent Service

regarding the land described as: Retama Acres Lot #22 Block "C"

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 10-24-50);

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 Raul Canales);

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 Raul Canales);

Raul Canales

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: 4-13048

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: Santos Chapa

Address: 17930 North Eubanks Rd Edinburg TX 78541

Phone: (956) 655-1707

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

Retama Acres Lot # 22 Block # (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

X _____ Requesting Party (Signature)

2-10-14 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:

2/12/14 **Date**

Mario A. Cavazos **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13048
Feb. 10, 2014

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

R2100-00-00C-0022-00

[1] OWNER: CHAPA, SANTOS & ROSA G

4009 COUNRTY MEADOWS DR
EDINBURG, TX 78541-8987
Telephone No. 655-1707

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 3,500 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
RETAMA ACRES LOT 22 BLK C 9.83
C NET
9/15/11SLW/E

LOCATION: 0 MONTE CRISTO & EUBANKS

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $120,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 50' SIDE 6'
REAR 20' . 18" ABOVE TOP OF ST

Prepared by — Date: 02/10/14

Approved by — Date: 02/05/14

02/10/14

Signature of Owner or Applicant — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$60.00**

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.

WARRANTY DEED WITH VENDOR'S LIEN 1102105

CONFORMS TO STATE BAR FORM 2253 REV. 10-85

Date: May 6, 2002

Grantor: KENNETH W. EUBANKS and wife, IRENE K. EUBANKS

Grantor's Mailing Address (including county): 5223 Eubanks Road
Edinburg, Texas 78539
Hidalgo County

Grantee: SANTOS CHAPA and wife, ROSA G. CHAPA

Grantee's Mailing Address (including county): RR. 13, Box 1050
Edinburg, Texas 78539
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of FIFTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($57,500.00), and is executed by Grantees, payable to the order of Grantors. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantees to JOHN ROBERT KING, Trustee

Property (including any improvements):
Lot 22, Block "C," RETAMA ACRES SUBDIVISION, Hidalgo County, Texas, according to map thereof recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.

Reservation from and Exceptions to Conveyance and Warranty:
Subject To:

A twenty foot (20') Road Easement along the East and West sides of subject property as shown on plat recorded in Volume 9, Page 46, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Santa Cruz Irrigation District No. 15.

All visible easements.

All oil, gas, and other minerals other than one-eighth of one-eighth (1/8th of 1/8th) non-participating royalty interest reserved in Deed recorded in Volume 1001, Page 300 Deed Records of Hidalgo County, Texas.

All ad valorem taxes for the year 2002 and all subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, 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, and plural nouns and pronouns include the singular.

KENNETH W. EUBANKS

IRENE K. EUBANKS

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 3 day of May, 2002, by KENNETH W. EUBANKS and wife, IRENE K. EUBANKS.

EUTEMIA CASAS
Notary Public
State of Texas
My Comm. Exp 07-03-2005

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:
SANTOS CHAPA and wife, ROSA G. CHAPA
RR. 13, Box 1050
Edinburg, Texas 78539

PREPARED IN THE LAW OFFICE OF:
JOHN KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF90030/TAMMY/ns

CHARGE SIERRA TITLE
STC/ I&C GF# 0109030

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Jul 16,2002 at 08:25A

As a Recording

Document Number: 1102105
Total Fees : 14.00

Receipt Number - 433181
By,
Anna Maria Muniz, Deputy

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: 4-13039

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
	M/A Authorized Signature	N/A Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Elizabeth Escobar
Irma Garcia
814 E Bell
Address: ~~905 Kennedy St~~
Pharr TX
San Juan TX
~~78589~~ 78577

Phone: 956-336-3996

Water Supplier: North Alamo

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

Account/ESI No.: 280603-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Hinojosa-Zamora Blk.01 Lot 41A,

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 12-19-12)

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 Raul 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 Raul Castillo)

Raul 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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1304 South 25th Street
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956-318-2840
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956-205-7045
956-205-7049

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

Precinct 1 2 3 (4)

Application No: 4-13039

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: light ↓ Mina Garcia
water ⇒ Elizabeth Escobar

Name: _____

Address: 814 E Bell
Pharr TX 78577

Phone: 956-336-3996

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

Gonzalez-Zamora P/M. 01 Lot 116

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

_____ 2-11-14
Requesting Party (Signature) 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:

2/12/14 _____
Date **County Official**

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13039
Feb. 6, 2014

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

G5700-00-001-0046-00

[1] OWNER: ESCOBAR, ELIZABETH

814 E. BELL
PHARR, TX. 78577
Telephone No. 336-3996

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05- RESIDENTIAL MOVE-IN/RELO. BUILD

[5] SIZE OF STRUCTURE: 960 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
GONZALEZ-ZAMORA LOT 46, BLK 1

LOCATION: 0 IRD & OWASSA

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $35,000

[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" TOP OF STREET.

Prepared by — Date: 2/06/14

Approved by — Date: 2/05/14

X _____ Signature of Owner or Applicant — Date: 2-6-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 480334 Pct: 4

Community No.: 104905C

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.

2477608

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 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.

State Bar of Texas Form
WARRANTY DEED

DATE: January 10, 2014

GRANTOR: Viviana Escobar

GRANTOR'S MAILING ADDRESS(including county): 814 E. Bell
Pharr, Hidalgo County, Texas

GRANTEE: Elizabeth Escobar

GRANTEES Mailing Address: 814 E. Bell
Pharr, Texas 78577

CONSIDERATION: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration

PROPERTY: All of Lot Forty-Six (46), Block One (1), Gonzalez-Zamora Subdivision, City of San Juan, Hidalgo County, Texas, as per the map or plat thereof of record in the office of the County Clerk of said County and State;

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

SUBJECT TO mineral reservations of record;
SUBJECT TO Oil, Gas and Minerals Leases of record, if any;
SUBJECT TO rules, regulations, rights of way and easements in favor of water district which property is located;
SUBJECT TO all easements and restrictions of record and all visible easements
Taxes for year 2013 and subsequent years which Grantee herein assumes and agrees to pay.

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 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 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 plural.

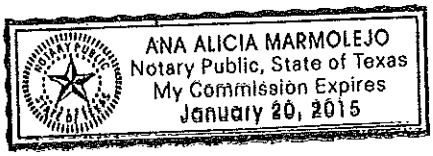
By: Viviana L. Escobar
Viviana Escobar

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 10th day of January, 2014 by Viviana Escobar, hereby affixed her signature.

Notary Public, State of Texas
Notary's Printed Name: Ana Alicia Marmolejo
Commission Expires: 1-20-15



	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Jose G. Pena	2-1520
2.	Juan C. Olivarez	4-13035
3.	Ricardo M. Rodriguez	4-13024
	COMM. COURT: February 18, 2014	

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: 2-1520

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

Approved by Environmental Health:	Temporary Service	Final Service
	~~Authorized Signature~~	Chardy Ram Authorized Signature
Inspection/Permit No:		Sewer
Date Approved:	1 1	2 / 11 / 14

Upon the application of:

Name: Jose G Pena

Address: 508 Kennedy St
San Juan TX 78589

Phone: 956-500-4698

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: 280362-001

[ ] Temporary Pole [ ] Permanent Service

mobile Home

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

John Closner Lot # 02 Block # 04
(0.52 Ac Tr),

[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.**~~

Raul E. Sesin

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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1304 South 25th Street
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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: 2-1520

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 Jose G. Peña,

Known to me [*or* proved to me in the oath of DL#14094883 *or* through State of Texas (*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: (0.52 AC TR) John Closner Lot# 02 Block# 04."

[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."

Jose G Peña (Signature)

SUBSCRIBED AND SWORN TO before me on 11th of February, 2014, to certify which, witnesses my hand and seal of office.

Rebecca Hidalgo Moreno

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

REBECCA HIDALGO MORENO
Notary Public, State of Texas
My Commission Expires
February 27, 2016

Chapter 232 Texas LGC Application

APPLICATION NO: 2-1520
Jan. 9, 2014

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

J5700-00-006-0002-05

[1] OWNER: HIARMES, MIGUEL

7000 N 31ST ST
MCALLEN, TX 78504-4985
Telephone No. 618-4504

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 924 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
JOHN CLOSNER S306.19'-E74.5'-W
7'-N612.38' LOT 2 BLK 6 0.52AC
ET

LOCATION: 0 INCA & KENNEDY

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[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" CENTER OF STREET.

Prepared by — Date 1-09-14

Approved by — Date 12/30/13

Signature of Owner or Applicant — Date 1-9-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0425 C Pct: 2

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

Date: January 9, 2014

Grantor: OSCAR SANTOS, a single man

Grantor's Mailing Address:

1200 E. Jackson Ave
Pharr, Texas 78577
Hidalgo County

Grantee: JOSE GUADALUPE PENA

Grantee's Mailing Address:

4232 Moctezuma St.
Rio Grande City, Texas. 78582
Starr County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even, that is in the principal amount of **FORTY FOUR THOUSAND AND NO/100THS DOLLARS ($44,000.00)** 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 trust of even date, from Grantee to Nathan Flores, Trustee.

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

CHAPTER 11 SEC. 11.008
TEXAS PROPERTY CODE

Property (including any improvements):

0.52 ACRE., MORE OR LESS, SITUATED IN LOT 2, BLOCK 6, JOHN CLOSNER SUBDIVISION, OUT OF THE NORTH 11.52 ACRES OF SAID LOT 2, HIDALGO COUNTY, TEXAS, AND DESCRIBED IN DEED DATED SEPEMBER 12, 1994, FROM ABEL RIVERA TO MIGUEL HIAMES, RECORDED IN COUNTY CLERK'S DOCUMENT FILE NO. 413234, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.
3. Easements and conditions as may be contained in plat of said subdivision, if any.
4. Easements of record, if any.
5. Easements, rights, rules, and regulations if favor of pertaining water district, if any.
6. All visible easements and restrictions of record, if any.
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
8. Standby fees and taxes for the year 2013 and assessments for prior years.

Grantor, for the Consideration and subject to the Reservations from Conveyance 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the 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 will become absolute.

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

OSCAR SANTOS

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on this January 09, 2014 by OSCAR SANTOS.

Notary Public, State of Texas

REBECCA HIDALGO MORENO
Notary Public, State of Texas
My Commission Expires
February 27, 2016

PREPARED IN THE OFFICE OF:
OSCAR SANTOS
711 Toronto Ave. Apt. F-2
McAllen, Texas 78503

AFTER RECORDING RETURN TO:
OSCAR SANTOS
1200 E. JACKSON AVE.
PHARR, TEXAS 78577

The State of Texas,
County of Hidalgo

Know All Men by These Presents:

DOC# 413234

THAT, I, ABEL RIVERA, a single man of the County of Hidalgo State of Texas for and in consideration of the sum of Ten and No/100 Dollars ($10.00) DOLLARS to me in hand paid by MIGUEL HIARMES as follows:

CASH

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said MIGUEL HIARMES

whose mailing address is 7000 N. 31st Street, McAllen, Texas of the County of Hidalgo State of Texas all that certain real property situated in Hidalgo County, Texas, more particularly described as follows, to-wit:

A 0.52 acre tract of land out of Lot 2, Block 6, John Closner Subdivision out of the North 11.52 acres of said Lot 2, said John Closner Subdivision as recorded in Volume 9, Page 4, of the Plat Records of Hidalgo County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found for the northwest corner of this tract, said iron pipe bears, S 81 deg. 31' E, 372.70 feet and S 8 deg. 29' W, 306.18 feet from the northwest corner of Lot 2, Block 6, John Closner Subdivision; THENCE, along the north line, S 81 deg 31' E, 74.60 feet to an iron pipe found for the northeast corner of this tract; THENCE, along the east line, S 8 deg. 29' W, 306.20 feet to an iron pipe found for the southeast corner of this tract; THENCE, along the south line of this tract, N 81 deg. 31' W, 74.55 feet to a pipe found for the southwest corner of this tract; THENCE, along the west line, N 8 deg. 29' E, 306.20 feet for the original point of beginning and containing 0.52 acres of land more or less.

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 ABEL RIVERA, HY heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said MIGUEL HIARMES heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at McAllen, Texas this 12th day September 1994,

Witness at Request of Grantor:

ABEL RIVERA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 12th day of September, 1994, by ABEL RIVERA.

ARMANDO PUENTE
MY COMMISSION EXPIRES
February 1, 1997

My commission expires:

2/1/97

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

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

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

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

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

STATE OF TEXAS
COUNTY OF

(Acknowledgement)

This instrument was acknowledged before me on the day of , 19 ,
by

My commission expires:

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

Warranty Deed

FROM

TO

FILED FOR RECORD

This day of 19

at o'clock M.

County Clerk

By Deputy

RECORDED

FILED FOR RECORD
DOC#-413234 $9
10-07-1994 02:33:39
WILLIAM CHESHELY
HIDALGO COUNTY

In Book on Page

County Clerk

By Deputy

Recording Fee $

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO

THE CORL COMPANY, Publishers, Dallas

.52 ACRE, MORE OR LESS, SITUATED IN LOT 2, BLOCK 6, JOHN CLOSNER SUBDIVISION, OUT OF THE NORTH 11.52 ACRES OF SAID LOT 2, HIDALGO COUNTY, TEXAS AND DESCRIBED IN DEED DATED SEPTEMBER 12, 1994, FROM ABEL RIVERA TO MIGUEL HIARMES, RECORDED IN COUNTY CLERK'S DOCUMENT FILE NO. 413234 OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

Frontage N Freddy Gonzalez

3rd Edificio

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: Y-13035

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

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	Charles Ross Authorized Signature
Inspection/Permit No:	_____	Pre-Insp'd
Date Approved:	/ /	2/20/12

Upon the application of:

Name: Juan C Olivarez

Address: 23303 Brushline Rd
Edinburg TX 78542

Phone: 956 563 9093

Water Supplier: North Alamo Water Supply

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:

Santa Cruz Gardens #2 Lot # 4 Block 28
(2.169 acres),

[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

County of Hidalgo

Rev. 02-19-10

Main Office
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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: 4-13035

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

JUAN CARLOS OLIVAREZ GUTIERREZ,

Known to me [*or* proved to me in the oath of N/A *or* through 13543761 TX (*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:

23303 BRUSHLINE Rd, EDINBURG TX 78542 (2.169 acres)
LOT SANTA CRUZ GARDENS #2, LOT #4, BLOCK #28

[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."

Juan C Olivarez (Signature)

SUBSCRIBED AND SWORN TO before me on 10th FEBRUARY, 2014, to certify which, witnesses my hand and seal of office.

ARTURO E. VALDEZ, JR.
Notary Public, State of Texas
My Commission Expires
November 22, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-13035
Feb. 5, 2014

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

S1700-02-028-0004-00

[1] OWNER: OLIVAREZ, JUAN CARLOS

23303 BRUSHLINE RD.
EDINBURG, TX 78539-4554
Telephone No. 563-9093

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,200 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 W302.9'-10.73' LOT 4 BLK 28 0.77AC GR 70AC NET

LOCATION: 0 RAMSEYER & B. RAMIREZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $13,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

Prepared by — Date: 01/05/14

Approved by — Date: 01/05/14

Signature of Owner or Applicant — Date: 02-05-14

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.:_____

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.

SIERRA TITLE 314958
CLOSER MW GF#

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

General Warranty Deed

Date: May 31, 2013

Grantor: FERNANDO AYALA, as his sole and separate property and estate

Grantor's Mailing Address: RR 15, Box 2546T
Edinburg, Texas 78541
Hidalgo County

Grantee: JUAN CARLOS OLIVAREZ, TRUSTEE

Grantee's Mailing Address: 6220 Selena Drive
Edinburg, Texas 78542
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
The South 2.169 of Lot 4, Block 28, SANTA CRUZ GARDENS UNIT NO. 2, according to the plat thereof recorded in Volume 8, Pages 28 and 29, Hidalgo County Map Records.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right-of-Way Easement granted by Elizabeth Felix to North Alamo Water Supply Corporation, by instrument dated May 30, 1978, recorded in Volume 1602, Page 670, Official Records of Hidalgo County, Texas.

Right-of-Way Easement granted by Rey Ortiz and wife, Estella Ortiz to North Alamo Water Supply Corporation, by instrument dated March 9, 1984, recorded in Volume 1951, Page 27, Official Records of Hidalgo County, Texas.

A Road along the East side of said property as shown on plat recorded in Volume 8, Pages 28 and 29, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Santa Cruz Irrigation No. 15.

Easements, or claims of easements, which are not recorded in the public record.

Oil and Gas Lease dated March 15, 1944, from Santa Cruz Farms Company to Magnolia Petroleum Company recorded in Volume 54, Page 93, Oil and Gas Lease Records of Hidalgo County, Texas.

All oil, gas, and other minerals reserved and/or conveyed by Deeds recorded in Volume 615, Page 15, Volume 1316, Page 233, and Volume 1341, Page 371, Deed Records of Hidalgo County, Texas.

Subdivision regulations of the County of Hidalgo and/or ordinance or governmental regulations of the City wherein the subject property lies or holds extra-territorial jurisdiction.

Any portion of the herein described property lying within the boundaries of any road or roadway, public or private.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

All ad valorem taxes for the year 2003 and all subsequent years.

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

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

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

FERNANDO AYALA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 31st day of May, 2013, by FERNANDO AYALA.

ROQUE GUERRERO
Notary Public
STATE OF TEXAS
My Comm. Exp. 08-04-2015

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
JUAN CARLOS OLIVAREZ, Trustee
6220 Selena Drive
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3149758;LA/bm

Vol 3166 Page 210

23848

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

CONTRACT FOR DEED

This CONTRACT FOR DEED is entered into this the 31st day of October, 19 87 by and between Reymundo Ortiz, Jr., Rt. 4, Box 657-J, Edinburg, Texas 78539 (383-8577), hereafter referred to as SELLER, and Atanacia Ayala, 1102 East Van Week, Edinburg, Texas 78539 (380- 0262), hereafter called PURCHASER(S) for and in consideration of the terms and conditions set forth herein, wherein the SELLER agrees to sell to the PURCHASER(S) herein the following described real property:

Legal:
The South 2.169 acre of lot 4, Block 28, Santa Cruz Gardens Unit 2, Hidalgo County, Texas.

The SELLER agrees to sell to the PURCHASER(S) the above described property under the following terms and conditions:

(1) The purchase price is $ 22,500, of which PURCHASER(S) will pay $ 900.00 down upon the execution of this contract. PURCHASER(S) agree to pay the balance of $ 21,600 in consecutive monthly payments of $ 300.00, commencing on November 29, 1987 and a like installment every month thereafter on the same day of every month thereon until the principal and interest are paid in full.

(2) The monthly installments shall be applied first to interest computed at the rate of fourteen (14%) per cent per annum and the balance of the monthly payment shall be applied to reduce the principal indebtedness. PURCHASER(S) may prepay the total indebtedness at any time without penalty.

(3) PURCHASER(S) agree to pay for any utility hookups, meters, memberships, or deposits.

(4) It is specifically understood and agreed that the PURCHASER(S) shall pay all School, State, County, and Water District Taxes which may hereafter become due from and after the date of this sale.

(5) Upon final payment of the entire purchase price, together with the accrued interest, SELLER will provide PURCHASER(S) with a General Warranty Deed to said property. Said conveyance will reserve all the oil, gas, and other minerals and will be subject to valid easements of record, rights, regulations of the water control and improvement district and County in which the property is located, and subject to any oil and gas lease of record. If the PURCHASER(S) desire a Title Policy, said expenses will be the responsibility of the PURCHASER(S).

(6) In the event that the SELLER pays for the taxes on said property, the PURCHASER(S) shall reimburse the SELLER for taxes paid upon showing proof of payment.

(7) Should PURCHASER(S) become delinquent on any payment due hereunder, SELLER may notify PURCHASER(S) of its intent to terminate this agreement and may declare the contract terminated. In such event, all payments earlier made shall be applied as liquidated damages and rent, and the contract will be cancelled for such default(s); and PURCHASER(S) will forfeit all rights to such payments earlier made, and all rights in and to said property. This action is in accordance with Article 1301b of the Revised Civil Statutes of the State of Texas.

(8) Until further notice, all payments will be made by check or money order payable to REYMUNDO ORTIZ, JR., ROUTE 4, BOX 657-J, EDINBURG, TEXAS 78539 no later than ten (10) days after the due date.

(9) There will be a late charge of $10.00 on each monthly payment that is more than ten (10) days past due.

(10) It will be the responsibility of the PURCHASER(S) to keep their lots clean of weeds, garbage, etc., at the expense of the PURCHASER(S).

(11) In the event default is made in prompt payment of this contract when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through Probate, Bankruptcy or other judicial proceedings, then the PURCHASER(S) agree and promise to pay ten percent (10%) additional on the amount of principal and interest then owing, as attorney's fees.

(12) Since the property is surveyed and staked at the time of execution of this contract, surveying and staking at the time the warranty deed is prepared will be at the expense of the PURCHASER(S).

The terms and conditions of this agreement shall be binding upon and inure to the benefit of the heirs and executors, but no assignment or transfer by the PURCHASER(S) under this contract or their interest in the property described, shall be valid unless SELLER's written consent is obtained.

EXECUTED in duplicate on this the 31st day of October, 1987.

SELLER:

REYMUNDO ORTIZ, JR.

PURCHASER(S)

ATANACIA AYALA

CASH PRICE	$ 22,500.00
LESS CASH DOWN PAYMENT	$ 900.00
UNPAID BALANCE OF CASH PRICE	$ 21,600.00
AMOUNT FINANCED	
TOTAL FINANCE (INT.) CHARGES	
DEFERRED PAYMENT PRICE (P & I)	
ANNUAL PERCENTAGE RATE	14%

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Reymundo Ortiz, Jr. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 31st day of October, 1987.

Estela Ortiz (ESTELA ORTIZ)
NOTARY PUBLIC IN AND FOR

Hidalgo
COUNTY, TEXAS

THE STATE OF TEXAS |
COUNTY OF HIDALGO |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Atanacia Ayala known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MAY HAND AND SEAL OF OFFICE, this the 31st day of October, 1991.

Estela Ortiz (ESTELA ORTIZ)
NOTARY PUBLIC IN AND FOR

Hidalgo
COUNTY, TEXAS

AFTER RECORDING, PLEASE RETURN TO:

ATANACIA AYALA
1102 EAST VAN WEEK
EDINBURG, TEXAS 78539

VOL 3166 PAGE 213

238486

FILED FOR RECORD
31 NOV 22 AM 11 11
[illegible] COUNTY TEXAS
[illegible] CLERK

ATANACIA Ayala
1102 Van Wood
Edinburg Tx 78539

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: 4-1324

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

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49683
Date Approved:	/ /	2 / 7 / 14

Upon the application of:

Name: Ricardo M Rodriguez

Address: 6503 N. 900 Littleo
EDINBURG, TX. 78542

Phone: (956) 638-8180

Water Supplier: NAWS

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:

Santa Cruz Gardens UT NO 2 Lot # 01
Block # 44 (2.0 Ac),

[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

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
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956-318-2840
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Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-13024

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 Ricardo M. Rodriguez,

Known to me [*or* proved to me in the oath of 03947032 TXDL# class C *or* through TX DL (*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: (2.0 AC) Santa Cruz Gardens UT NO. 2 Lot# 01."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc] Block# 2

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 2/3, 20 14, to certify which, witnesses my hand and seal of office.

LETICIA SANCHEZ
My Commission Expires
November 26, 2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 4-13024
Jan. 31, 2014

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

S1700-02-044-0001-05

[1] OWNER: RODRIGUEZ, RICARDO M.

6503 N. DOOLITTLE RD
EDINBURG, TX. 78542
Telephone No. 638-8180

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 1,116 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
SANTA CRUZ GARDENS #2 S290.4'
T 1 BLK 44 2AC GR 1.83AC NET

LOCATION: 0 TERRY & RAMSEYER

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $33,480

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGUATIONS AS PER COUNTY STATE
FRONT 50' SIDE 6' REAR 15' . 18" TOP OF ST

Prepared by _____ Date 01/31/14

Approved by Aaron Hernandez Date 01/27/14

Signature of Owner or Applicant _____ Date 01-31-14

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0335 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.

CHARGE: VLTC
GF# 112604

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: July 11, 2008

Grantor: TORIBIO QUINTERO AND WIFE, MARIA QUINTERO

Grantor's Mailing Address (including county): 1913 Westway Ave.
McAllen, Hidalgo County, Texas 78501

Grantee: RICARDO M. RODRIGUEZ, a single person

Grantee's Mailing Address (including county): Route 12, Box 2105
Edinburg, Hidalgo County, Texas 78541

Consideration: TEN AND NO/100 ($10.00) DOLLARS and a note of even date executed by Grantee and payable to the order of LONE STAR NATIONAL BANK, a national banking corporation in the principal amount of THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100THS DOLLARS ($33,750.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of LONE STAR NATIONAL BANK, a national banking corporation and by a first-lien deed of trust of even date from Grantee to A. JABIER RODRIGUEZ, Trustee.

Property (including any improvements):

A tract of land containing 2.0 acres, more or less out of Lot One (1), Block (44), SANTA CRUZ GARDENS, UNIT NO. 2, Hidalgo County, Texas, according to the amended map or plat thereof recorded in Volume 8, Pages 28, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purpose and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 1, Black 44, Santa Cruz Gardens No. 2, Amended, for the Southwest corner of the following described tract of land, said point being in 50.0 feet county road;

THENCE, with the West line of Lot 1, in said county road, North 08 degrees, 23 minutes East, 290.40 feet to a point, for the Northwest corner hereof;

THENCE parallel to the South line of Lot 1, South 81 degrees, 37 minutes East, at 25.0 feet pass an iron pipe set on the East line of said county road, and at 300.0 feet an iron pipe on the East line of Lot 1, for the Northeast corner hereof;

THENCE, with the East line of Lot 1, South 08 degrees, 23 minutes West, 290.40 feet to an iron pipe at the Southeast corner of Lot 1, for the Southeast corner hereof;

THENCE, with the South line of Lot 1, North 81 degrees, 37 minutes West, at 275.00 feet pass an iron pipe on the East line of said County road and at 300.0 feet the PLACE Of BEGINNING.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty: To the extent they validly exist:

1. Blanket easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No.15 and easements and restrictions as shown on the map of the above described subdivision.

2. Easement for roadways, canals, drainaage ditches, etc., in favor of Tip O' Tex Realty Co. as shown by instrument dated February 27, 1946, recorded in Volume 587, Page 487, Deed Records of Hidalgo County, Texas.

3. Easements, roads and reservations as shown on the amended map of Santa Cruz Gardens Unit No.2, recorded in Volume 8, Pages 28, Map Records of Hidalgo County, Texas.

4. Right of way easement in favor of North Alamo Water Supply Corporation as shown by instrument dated March 3, 1988, recorded in Volume 2566, Page 893 and dated February 24, 1989, recorded in Volume 2724, Page 868, Official Records of Hidalgo County, Texas.

5. Right of way easement in favor of North Alamo Water Supply Corporation as shown by instrument dated February 18, 1993, recorded in Volume 3421, Page 537, Official Records of Hidalgo County, Texas.

6. Mineral and/or royalty reservation contained in deed dated February 27, 1946, recorded in Volume 587, Page 487, Deed Records and dated September 6, 1990, recorded in Volume 2965, Page 900, Official Records of Hidalgo County, Texas.

7. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease, dated March 15, 1944, 1899, recorded in Volume 54, Page 93, Oil and Gas Records of Hidalgo County, Texas.

8. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

9. Standby fees, taxes and assessments by any taxing authority for the year 2008, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the 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 will become absolute.

LONE STAR NATIONAL BANK, a national banking corporation at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor' lien against the superior title to the Property are retained for the benefit of **LONE STAR NATIONAL BANK, a national banking corporation** and are transferred to **LONE STAR NATIONAL BANK, a national banking corporation** without recourse against Grantor.

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

TORIBIO QUINTERO

MARIA QUINTERO

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on July 16th, 2008 by **TORIBIO QUINTERO.**

NOTARY PUBLIC - STATE OF TEXAS

DINA LEAL
Notary Public
State of Texas
Commission Expires
03-30-2010

1.LSNPMRSB(4-08-07)

175193

Vol. 2965 Page 823 WARRANTY DEED

THE STATE OF TEXAS)

COUNTY OF HIDALGO)

THAT ROBERT L. JINKS, of the County of Hidalgo and State of Texas, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and in satisfaction of a Contract of Sale dated May 6, 1985, and recorded in Volume 2407, Page 438, Official Records, Hidalgo County, Texas, 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 **TORIBIO QUINTERO** and wife, **MARIA QUINTERO**, of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

A tract of land containing 2.0 acres, more or less out of Lot One (1), Block Forty-Four (44), SANTA CRUZ GARDENS NO. 2, AMENDED, Hidalgo County, Texas, described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot 1, Block 44, Santa Cruz Gardens No. 2, Amended, for the Southwest corner of the following described tract of land, said point being in 50.0 feet county road;

THENCE, with the West line of Lot 1, in said county road, North 8 degrees 23 minutes East, 290.40 feet to a point, for the Northwest corner hereof;

THENCE, parallel to the South line of Lot 1, South 81 degrees 37 minutes East, at 25.0 feet pass an iron pipe set on the East line of said county road, and at 300.0 feet an iron pipe on the East line of Lot 1, for the Northeast corner hereof;

THENCE, with the East line of Lot 1, South 8 degrees 23 minutes West, 290.40 feet to an iron pipe at the Southeast corner of Lot 1, for the Southeast corner hereof;

THENCE, with the South line of Lot 1, North 81 degrees 37 minutes West, at 275.0 feet pass an iron pipe on the East line of said county road and at 300.0 feet the PLACE OF BEGINNING. Said tract containing 2.0 acres of land, more or less, of which the West 25.0 feet, comprising 0.17 acre, lies in county road.

SAVE AND EXCEPT, and there is reserved unto Grantor, his heirs and assigns, all oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. Restrictive covenants affecting the property, including but not limited to those set forth in that certain Contract of Sale between the parties herein, recorded in Volume 2407, Page 438, Official Records, Hidalgo County, Texas;
2. Any rights, easements, or liens of any special district in which the property is located;
3. Any easements encumbering the property;

4. Prior reservations or conveyances of any minerals;
5. Mineral leases of record; and
6. Taxes for the year 1985 and subsequent assessments for prior years due to change in land use or ownership.
7. Regulations, ordinances or requirements of any governmental entity pertaining to subdivision of real property within its jurisdiction.

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 I do hereby bind myself, my 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 6th day of September, 1990.

Robert L. Jinks

Mailing address of each grantee:

Name: Toribio Quintero and Maria Quintero
Address: 1705 Savannah
McAllen, Texas, 78503

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on the 6th day of September, 1990, by ROBERT L. JINKS.

NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Jefferson A. Crabb
Ewers & Toothaker
P. O. Box 3670
McAllen, TX 78502
F#90,006.005

W-2005-091

FILED FOR RECORD

SEP 11 AM 8 55

[illegible] LEO
CLERK
TEXAS

128195

AI-43165 **Comm. Court Executive Office 5. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship withdrawal requests for employee #115509 & #177199

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 04:11 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Monica Badillo Started On: 02/12/2014

Final Approval Date: 02/14/2014

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer #15509

Participant Name [redacted] (const.3)

Address 140 [redacted] Mission, T

Social Security [redacted] Daytime Phone No. [redacted]

SECTION I - Participant Request

I understand that [redacted] due to financial hardship [redacted] the withdrawal is [redacted] heavy financial need, [redacted] distributions, other [redacted] hardship, and all other non- [redacted] me under the Plan, [redacted] by the Company. I [redacted] taxable as ordinary [redacted] h I receive it. In addit[redacted] unless I am at least 55-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(X) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 2000.00 Year-to-date deferrals 2400.00

Total amount deferred since you initially joined the plan $ 10,000.00

Have you ever taken a hardship before? YES If so what was the amount taken $ 5000.00

I hereby request a hardship withdrawal from my account. I read and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 2-11-14

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III - Distribution Procedures

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax Request to:
Simpkins & Associates
(512) 693-7138

Employee #177199

[redacted]

SIMP
HARDSHIP REQ

Please print or type.
Plan Name Hidalgo County 457 Savi

Participant Name [redacted]

Address 91 [redacted]

Social Security N[redacted] aytime Pho[redacted]

SECTION I – Har[redacted]

I understand that thi[redacted] to financial [redacted] the withdrawal is ne[redacted] eavy financi[redacted] distributions, other t[redacted] ship, and all [redacted] me under the Plan, [redacted] y the Compa[redacted] taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty [redacted] apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(X) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 2,400.00 Year-to-date deferrals $450.00

Total amount deferred since you initially joined the plan $ 2,436.07

Have you ever taken a hardship before? No If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 2/12/14

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

AI-43148 **Comm. Court Executive Office 5. B.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way Permits:
* Capital Star Oil & Gas Inc.
1. Capital Star to bore across 3 Mile Line Road.

BACKGROUND

Attachments

CapitalStar- Pct.3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 11:46 AM
Manuel Chapa	Manuel Chapa	02/12/2014 04:18 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Rebecca Gomez Started On: 02/12/2014 11:24 AM

Final Approval Date: 02/14/2014

REVISED JANUARY 2014

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 February, 2014 does by these presents GRANT, GIVE AND RELINQUISH TO:

Capital Star Oil & Gas Inc. hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 3 inch water/ gas/ sewer/ irrigation line; said line to be constructed of 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:

- Capital Star to bore across 3 Mile Line Road.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 3 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-43124 **Membership Dues 6. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Amigos Del Valle/County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Amount	Year	Acct.#	Req.#
Amigos Del Valle, Inc.	$ 5,000.00	2014	4-1100-444-00-125-018-0-810	251649
NACo	$11,983.00	2014	4-1100-413-30-125-004-0-810	251646
LRGVDC	$46,762.00	2014	4-1100-413-30-125-004-0-810	251645
Texas Conference of Urban Counties	$20,744.00	2014	4-1100-413-30-125-004-0-810	251643
Rio Grande Valley Mobility Task Force	$ 8,500.00	2014	4-1100-413-30-125-004-0-810	251650

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-413-30-125-004-0-xxx

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

BUDGETARY IMPACT:

Funds available within Requisitions: 251649, 251646, 251645, 251643 & 251650.

Attachments

invoices

dues

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:18 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Monica Badillo Started On: 02/10/2014

Final Approval Date: 02/14/2014

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

RECEIVED
OCT 10 2013
COUNTY JUDGE

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President
MINNIE MARTINEZ
Cameron County
Secretary
SANTIAGO SALINAS
Community Development
Program Monitor, Pharr
Treasurer
ELOY R. ALANIZ
Volunteer, Weslaco
Member

BOARD MEMBERS
JESSICA TETREAU
City Commissioner, Brownsville
JOEY TREVINO
Member At-Large, Cameron County
SONIA GALLEGOS
City Councilwoman, Donna
J. R. BETANCOURT
City Commissioner, Edinburg
VICTOR LEAL
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
CARLA RODRIGUEZ
Grant Administration Director, McAllen
DIANNA G. TOVAR
City Commissioner, Mercedes
NORIE GARZA
Mayor Pro Tem, Mission
MARY GUTIERREZ
City Commissioner, Raymondville
HECTOR JALOMO
City of San Benito
ARMANDO GARZA
Mayor Pro Tem, San Juan
DORA PEREZ
County Commissioner, Willacy County
IRMA R. GARCIA
Banking / Finance
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR

JOSE EMANUEL GARZA

October 2, 2013

Honorable Ramon Garcia
County Of Hidalgo
P.O. Box 1356
Edinburg, Texas 78540

Honorable Judge Garcia:

Attached is our agency's County of Hidalgo membership dues statement for Fiscal Years 2013-2014.

Your membership dues assist us in meeting our local cash match requirements for our Senior Nutrition and Transportation Projects' federal/state grants. These funds are used to expand such Projects' services to seniors in your County and the Lower Rio Grande Valley.

We continue to count on your valuable assistance to seniors through our agency and are very grateful for your long-standing commitment and participation in our agency's Projects' services and activities.

If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

Equal Housing
Opportunity & Lender

"CELEBRATING 38 YEARS OF SERVICE"

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 10/14/13 BY: Lewis T.

Amigos Del Valle, Inc.

1116 N. Conway Ave., Mission, Texas 78572
(956) 581-9494

STATEMENT

To: Honorable Ramon Garcia
Hidalgo County Judge
County of Hidalgo
P.O. Box 1356
Edinburg, Texas 78540

251649

Date: October 2, 2013

Description	Amount
Membership Dues:	
For Fiscal Year October 1, 2013 to September 30, 2014	$5,000.00
4-1100-444-0025-018-0-810	
INVOICE RECEIVED BY: Monica on 10/14/13	
GOODS/SERVICES RECEIVED BY: Laura T. on 2/10/14	
Total Due:	**$5,000.00**

NACo National Association of Counties

The Voice of America's Counties

Date: 01/09/2014

Invoice #: 93800

~~Irma Saenz~~
~~Judges Office~~
Hidalgo County
1615 S Closner Blvd Ste J
Edinburg, TX 78539-6362

RECEIVED
251646

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with questions about this charge at (202)942.4291 / Fax: (866)467.1825

Statement

DATE	DESCRIPTION	AMOUNT
	Hidalgo County **County Membership Dues** **01/01/2014 - 12/31/2014** Your membership provides you with access to a wealth of exclusive member benefits that can save you, your residents and your employees money! Renew now and don't lose a moment of your tremendous membership benefits! For additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.	**$11,983**
	INVOICE RECEIVED BY: _____ on 1/29/14 GOODS/SERVICES RECEIVED BY: Laura T. on 2/10/14	
	RECEIVED OFFICE OF EXECUTIVE OFFICER ON: 1/29/14 BY: Laura T. 4-1100413-30125-004-0-810	
	TOTAL	**$11,983**

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 48215

Hidalgo County
1615 S Closner Blvd Ste J
Edinburg, TX 78539-6362

Date: 1/9/2014

Invoice #: 93800

Amount: $11,983

We encourage you to submit payments electronically by ACH credit to:
Bank Routing # (ABA) – 021052053
Account # 93404817

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007

Please check method of payment:

❑ Check Enclosed ❑ American Express 

❑ Visa  ❑ Mastercard  ❑ Discover 

PLEASE INDICATE AMOUNT ENCLOSED OR TO BE CHARGED

Card No.: | | | | | | | | | | | | | | | |

$

Expiration Date: _____ Cardholder's Signature: _____

Name on Card (PLEASE PRINT): _____

Date: January 30, 2014

251645

L R G V D C

2014 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $46,762.00

Please make check payable to the
Lower Rio Grande Valley Development Council and mail to
301 W. Railroad St. Weslaco, TX 78596-5104

INVOICE RECEIVED BY: _____ on 2/3/14
GOODS/SERVICES RECEIVED BY: Laura T. on 2/10/14

(Please return lower portion of this statement with your remittance.)

4-1100-413-30-125-004-0-810

Date: January 30, 2014

L R G V D C

2014 STATEMENT FOR MEMBERSHIP DUES

L R G V D C Member Hidalgo County

Amount: $46,762.00

Please make check payable to the
Lower Rio Grande Valley Development Council and mail to
301 W. Railroad St. Weslaco, TX 78596-5104

(Please return lower portion of this statement with your remittance.)

TEXAS *Conference of*
Urban Counties

Invoice

Date	Number
10/31/2013	7208

Bill To
Honorable Ramon Garcia County Judge Hidalgo County P.O. Box 1356 Edinburg, TX 78540

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, Texas 78701

251643

EIN# 74-3019904

Description	Amount
Urban Counties FY2014 Membership Dues	20,744.00

RECEIVED
NOV 02 2013
COUNTY JUDGE

INVOICE RECEIVED BY: _____ ON 12/5/13
GOODS/SERVICES RECEIVED BY:
Laura T. ON 12/5/13

4-1100-413-30-125-004-0-810

Total	$20,744.00
Balance Due	$20,744.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 12/5/13 BY: Laura T.

TEXAS *Conference of*
Urban Counties

Chairman
Commissioner
Eddie Arnold
Jefferson County

Chair Elect
Commissioner
Bobbie Mitchell
Denton County

Immediate Past Chair
Commissioner
Mike Cantrell
Dallas County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Glen Whitley
Tarrant County
Judge Dan Gattis
Williamson County
Comm. Kevin Burns
Wise County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

August 20, 2013

Judge Ramon Garcia
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

Cc: Honorable A.C. Cuellar, County Commissioner, Pct. 1
Honorable Hector Palacios, County Commissioner, Pct. 2
Honorable Joe Flores, County Commissioner, Pct. 3
Honorable Joseph Palacios, County Commissioner, Pct. 4

Dear Judge Garcia,

This is notice of the amount of membership dues for Hidalgo County in the Texas Conference of Urban Counties for FY 2014. This notice is being provided to assist your county with budget preparation. **This is not a bill. Do not pay this amount at this time.**

During the June 5, 2013 Membership Luncheon, membership dues for FY 2014 were approved and adopted by the Membership as recommended by the Board of Directors. The dues formula remains unchanged and has not been modified since FY 2006.

The amount of dues for FY 2014 for Hidalgo County will be $20,744.00.

Please contact me if I can be of assistance on this or any other matter.

Sincerely,

Donald Lee
Executive Director

Rio Grande Valley Mobility Task Force
An Ad Hoc Committee of the Rio Grande Valley Partnership

INVOICE

P.O. Box 1499
Weslaco, Texas 78599

RECEIVED
JAN 13 2014
COUNTY JUDGE

INVOICE: MTF1401
DATE: JANUARY 10, 2013

TO:
The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, TX 78539

COMMENTS OR SPECIAL INSTRUCTIONS:

251650

TERMS
Due on Receipt

DESCRIPTION	Amount
2014 Annual Dues	8,500.00
TOTAL DUE	**$ 8,500.00**

Make all checks payable to Rio Grande Valley Partnership.
If you have any questions concerning this invoice, contact Febe Zepeda at (956) 968-3141.

Thank you for your support!

INVOICE RECEIVED BY: _____ ON 1/14/14
GOODS/SERVICES RECEIVED BY:
Laura T. ON Jan. 14, 2014

4-1100-413-30-125-004-0-810

Rio Grande Valley Partnership
Rio Grande Valley Chamber of Commerce
"One Region, One Voice"

RECEIVED
JAN 13 2014
COUNTY JUDGE

January 10, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Board of Directors of the Alliance for I-69 Texas, I am writing to thank you for your past support and to ask for your continued support in 2014. Attached is your 2014 membership invoice which reflects a modest increase approved unanimously by the Board of Directors at the recent annual meeting. While we have made tremendous strides in the development of I-69 in the past several years, our local membership dues have not increased in many years. As we prepare to press ahead in 2014, we hope that you will commit to continuing your annual membership from $7,500 to $8,500.

With regard to our recent successes, I am pleased to report that there are now 186 miles of I-69 officially designated and signed in Texas. More than half this mileage was able to be signed as a direct result of federal legislative efforts spearheaded by the Alliance. On the funding side, TxDOT has allocated over $740 million to projects along the I-69 route that will contribute to the completion of a seamless I-69 route from Texarkana to Laredo and the Lower Rio Grande Valley. In addition, the Alliance for I-69 Texas played a pivotal role in working with legislators during the recent state legislative session to ensure passage of a joint resolution putting a constitutional amendment before the voters to dedicate a portion of the revenues brought in by the oil and gas production tax to the transportation fund. If approved by the voters in November of 2014, those dedicated revenues will add $1.2 billion per year to the transportation fund starting in 2015 and will grow as the oil and gas industry grows in Texas. These are funds that will be allocated to I-69 projects as well as other state priorities.

While we have realized significant progress and momentum is growing for the project, there is much work still to be done to complete I-69 in Texas. As we finish out 2013 and look to 2014, the Alliance for I-69 will work to ensure the constitutional amendment for transportation funding is approved and that a portion of the new transportation funding is allocated to I-69 projects. In Washington, we will work closely with the I-69 Texas congressional delegation to position I-69 as part of the National Freight Network. We anticipate that this designation will create opportunities for additional federal resources to support the development of I-69. Furthermore, Texas is leading the charge to organize a multi-state I-69 Congressional Caucus that will be a strong advocate for federal support of I-69 development during the next transportation authorization bill.

We are certainly grateful for your past support and hope that we can count on your organization to continue to actively support the efforts of the Alliance for I-69 Texas to ensure the completion of a seamless I-69.

Sincerely,

Julian Alvarez
President/CEO

322 S. Missouri Ave. • P.O. Box 1499 • Weslaco, TX 78599-1499
Phone: 956.968.3141 • Fax: 956.968.0210 • www.valleychamber.com

The Alliance for I-69 Texas

Encouraging Cooperation and Seeking Solutions Since 1994

2014 State Objectives

1. Ensure that I-69 projects remain a high priority for the Texas Transportation Commission and TxDOT leadership.
2. Work with the I-69 Corridor Advisory Committee and I-69 Segment Committees to implement their planning priorities as detailed in their 2012 Report and Recommendations.
3. Work with the District Engineers to avoid roadblocks or delays to completion of I-69 projects that have received funding.
4. Work with TxDOT Director of Planning and District Offices to identify priority projects that are NOT funded and get them construction ready by 2015 when TxDOT is expected to gain additional funding.
5. Support Alliance members as they work with local governments, TxDOT and private sector firms to plan, finance and construct projects along the I-69 routes.
6. Monitor the work of the House and Senate Select Committees of Transportation Funding as well as the standing transportation committees on their interim charges.
7. Work with other transportation allies such as the Transportation Advocates of Texas to develop local and statewide support for passage of new sustainable transportation funding.
8. Prepare and distribute information in support of the November 2014 constitutional referendum on transportation funding.

2014 Federal Objectives

1. Work with members of the Texas congressional delegation and House and Senate transportation policy committees to gain approval for new highway reauthorization bill.
2. Engage, energize and equip Texas' Congressional delegation to strongly advocate for I-69 in Congress.
3. Work with the I-69 Congressional Caucus to inform the members of Congress of the value of I-69 and the project's funding and policy.
4. Work to encourage USDOT and the Congress to include I-69 in National Freight Network designations and funding.
5. Work to protect issues of priority for the Alliance and protect policy gains achieved in MAP-21:
    - Funding flexibility
    - Innovative financing provisions
    - Expand current level of funding
    - 4 or 6 year bill rather than a short extension
    - Expedited environmental review
    - National Freight Program
    - TIFIA program
    - Expanded highway safety
    - Protect rate of return for donor states
6. Coordinate with TxDOT regarding the development of the reauthorization bill.
7. Work with TxDOT, AASHTO and FHWA to expand mileage eligible for I-69 designation.
8. Keep the Alliance board of directors fully informed of transportation funding and policy developments in Washington.
9. Assist the State effort of the Alliance with the information flow to support a positive state referendum vote regarding transportation funding in Texas.

1200 Smith Street, Suite 700 • Houston, TX 77002-4309
713.844.3658 • FAX 713.844.0258 • E-mail: I69@houston.org

The Alliance for I-69 Texas

Encouraging Cooperation and Seeking Solutions Since 1994

2014 Board of Directors Roster

In accordance with the Articles of Incorporation, and the By-Laws of the Alliance for I-69 Texas, the following individual are appointed to the Board of Directors for a term of one year, terminating at the 2014 annual meeting. (* denotes Executive Committee member)

Northeast

Charles Thomas,* Executive Director, Carthage Improvement Corp.
Ed Smith, Mayor, City of Marshall
James Carlow ,* Texarkana Chamber of Commerce
James Greer, County Commissioner, Harrison County
David Anderson, County Judge, Panola County
Linda Ryan Thomas, Chair, Northeast Texas Regional Mobility Authority

East

John Thompson,* County Judge, Polk County
Bob Brown,*Mayor, City of Lufkin
Jim Jeffers, City Manager, City of Nacogdoches
Brad Browder, Cleveland Economic Development Corp.
Rick Campbell, County Judge, Shelby County
Joe English, County Judge, Nacogdoches County
Wes Suiter, County Judge, Angelina County

North Central

Janiece Longoria,* Chairman, Port of Houston Authority
Norman Brown, County Commissioner, Liberty County
Bob Harvey, President and CEO, Greater Houston Partnership
Doug Pitcock, Chairman and CEO, Williams Brothers Construction Company, Inc.

Central

Billie Jones,* Director of Special Programs/Projects, Wharton Chamber of Commerce
Jeff Wiley, President, Greater Fort Bend Economic Development Council
Buck Boettcher, Mayor, City of East Bernard
David Schroeder, Executive Director, Wharton Economic Development Council
Domingo Montalvo, Mayor, City of Wharton
Vincent Morales, Mayor, City of Rosenberg

Ex-Officio Members of the Board

Louis Bronaugh, Former Mayor, City of Lufkin and Chairman Emeritus, Alliance for I-69 Texas
Helen R.. Walker, Former County Judge, Victoria County and Former Chairman, Alliance for I-69 Texas
Robert Eckels, Former County Judge, Harris County, and Former Chairman, Alliance for I-69 Texas
Michael Behrens, Former Executive Director, Texas Department of Transportation
Amadeo Saenz, Former Executive Director, Texas Department of Transportation

West Spur

J. Jorge Verduzco,* Executive Vice President, International Bank of Commerce
Danny Valdez, County Judge, Webb County
Raul Salinas, Mayor, City of Laredo
David Bowman, County Judge, Goliad County
David Silva, County Judge, Bee County
Jennifer Stastny, Executive Director, Port of Victoria

East Spur

Julian Alvarez,* President & CEO, Rio Grande Valley Partnership
David Garza, Commissioner, Cameron County
Ramon Garcia, County Judge, Hidalgo County
John Gonzales, County Judge, Willacy County
Alan Johnson, Chairman, Port of Harlingen Authority
Teclo Garcia, Representative, City of McAllen
Alex Meade, CEO, Mission Economic Development Corp.

Coastal Bend

Judy Hawley,* Commissioner, Port of Corpus Christi Authority
Loyd Neal,* County Judge, Nueces County
Terry Simpson, County Judge, San Patricio County
Nelda Martinez, Mayor, City of Corpus Christi
Stanley Laskowski, Commissioner, City of Kingsville
Tom Niskala, Corpus Christi Chamber of Commerce/MPO

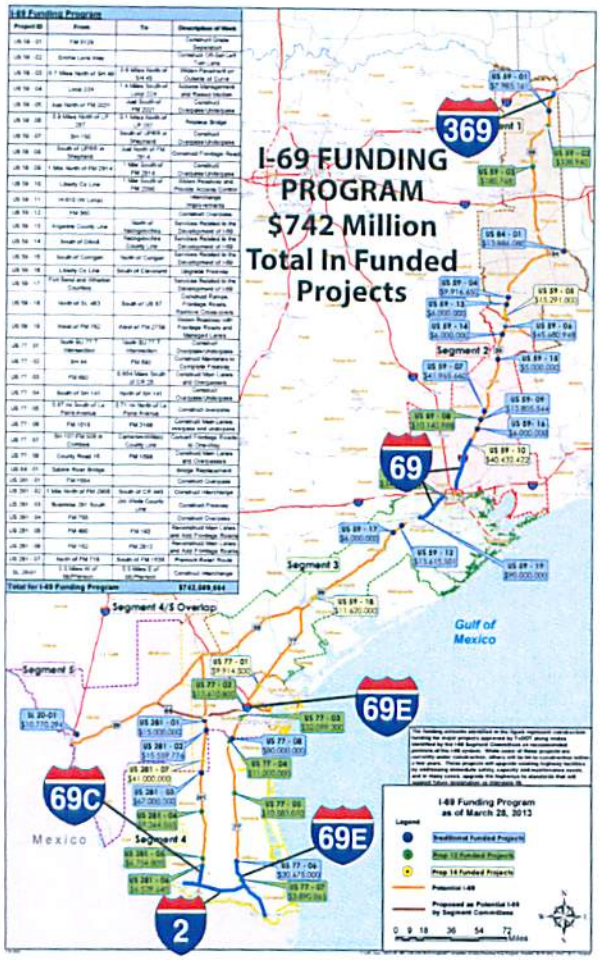
Regional Mobility Authorities

Pete Sepulveda, Executive Director, Cameron County RMA
Dennis Burleson, Chairman, Hidalgo County RMA



Alliance for I-69 Texas

Interstate Highway Progress Report







I-69 Now A Reality in Eight Counties

- Interstate 69 in Texas is being developed as a series of increment upgrades to existing highways - US 59, US 77, US 281, US 84 (Shelb County) and Loop 20 (Webb County).
- 186 miles of the Interstate 69 route in Texas have now bee designated as part of the national Interstate Highway System an signed with new I-69 shields.
- The first designated section is 6.2 miles of I-69E runnin concurrently with US 77 on the western edge of Corpus Christi i Nueces County. That was followed by:
- 35 Miles (US 59) - Harris and Montgomery Counties
- 28 Miles (US 59) - Harris and Fort Bend Counties
- 3.5 Miles (US 59/I-369) - Texarkana south from I-30
- 53.3 Miles (US 77/I-69E) - Raymondville to Rio Grande
- 46.8 Miles (US 83/Interstate 2) - Harlingen to Palmview
- 13.5 Miles (US 281/I-69C) - Edinburg to Pharr, Hidalgo Count

More Interstate 69 On The Way

- Additional miles of the I-69 route are already at or near interstat highway standard and the Alliance for I-69 Texas has urged tha they be considered for addition to the Interstate Highway Systen

$742 Million in Funded Projects

In the past few years TxDOT has dedicated a total of $742 millio to the I-69 projects funding program. Some of these projects ar under construction or were recently completed while others wi be let to construction within a few years. A dozen upgrade project are currently underway along the I-69 route. Many of these project are focused on providing safety upgrades with new overpasse elimination of cross-overs and limiting access.

The Alliance for I-69 Texas

Established in 1994, the Alliance for I-69 Texas has consistentl been successful in securing funding and legislation to advance th development of I-69. The Alliance is a non-profit made up of loca governments, economic development groups, port authorities an private sector associate members.

Congress established I-69 as a high priority corridor in 1991 an it remains a federal priority. Local and state support for I-6 development is at an all-time high as the pace of tangible progres quickens. Milestone federal legislation passed in 2012 and supporte by the Alliance removed a requirement that completed highwa segments must be connected to an existing interstate highwa before they could be added to the Interstate Highway System. Stat legislation supported by the Alliance has facilitated the development o I-69 through Proposition 12 and Proposition 14 bonds, Transportatio Reinvestment Zones and expedited environmental review processe

Interstate 69 Texas Milestones

1991..... Congress established Interstate 69 as a priority corridor across seven states to be part of the National Highway System

1990s..... Alliance pursues federal funding and builds support among lawmakers and community leaders

1990s-2000s .. Upgrades to Eastex Freeway, Southwest Freeway, US 59, US 77, US 83 and US 281 sections in various counties funded

1994..... NAFTA enacted and creates increasing demand for freight capacity in Texas

1995..... Federal funding for first I-69 feasibility study; I-69 extended to the Rio Grande Valley

1998..... Corridor 20 extending to Texarkana and Laredo added to the I-69 system by Congress

1999..... Publication of the I-69 Special Environmental Study defining sections of independent utility (SIU)

2000s..... More than $60 million in funding for I-69 planning and environmental studies;

2000s..... TxDOT continues to fund key upgrade to freeway standard projects in many counties, particularly in high growth regions

2005..... Work completed on US 77 upgrade at Corpus Christi (now I-69)

2007..... I-69 selected by US DOT as a Corridor of the Future

2008..... TxDOT announced intent to build upgrades and stay on existing footprints unless that is impractical

2008..... I-69 Advisory Committee appointed by TxDOT to recommend routing and priorities

2009..... Five segment advisory committees begin work to help select priority projects on I-69

2009..... $271 million in federal stimulus program funding approved for I-69 projects

2010..... TxDOT steps up planning and funding of safety projects on I-69 route

2011..... First section of I-69 in Texas designated and signed (Corpus Christi-Robstown)

2012..... Passage of federal MAP-21 Highway Bill removing the requirement that completed highway segments must be connected to an existing interstate before they can become part of the Interstate Highway System

2012..... Environmental clearance approved for US 77 upgrades from Corpus Christi to Harlingen

2012..... 35 miles of Eastex Freeway/US 59 added to Interstate 69 system

2012..... I-69 Advisory Committee final report adopted; committee's role extended

2013..... TxDOT tabulates I-69 Funding Program with total of $742 million and growing

2013..... 28 miles of Southwest Freeway/US 59 added to Interstate 69 system

2013..... 113 miles of Rio Grande Valley freeways added to Interstate 69 system as I-69E, I69C and I-2

2013..... 3.5 miles of US 59 in Texarkana designated as Interstate 369; a total of 186 miles of I-69 in Texas has been added to the Interstate Highway System









Alliance for I-69 Texas

For Additional Alliance Information Contact:

Judge John Thompson, Alliance Chairman - (936) 327-6813; john.thompson@co.polk.tx.us
Gary Bushell, Gary Bushell, LLP - Austin Representative - (512) 478-6661; gebushell@aol.com
Jennifer Shepard, Alliance Executive Director - (703) 580-4416; Jennifer@jgshepard.com
Larry Meyers, Meyers & Associates - Washington Representative - (202) 484-2773; larry.meyers@meyersandassociates.com

www.i69Texas Alliance.com

November 2013

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, Ramon Garcia, do hereby state that membership in the NaCo, 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

APPROVED BY
COMMISSIONERS' COURT
ON: _____

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/18/14
TITLE: County Judge

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: 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, Ramon Garcia, do hereby state that membership in the LRGVDC, 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

APPROVED BY COMMISSIONERS' COURT ON: _____

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/18/14
TITLE: County Judge

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: 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, Ramon Garcia, do hereby state that membership in the Tx. Conf. of Urban Co., 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

APPROVED BY COMMISSIONERS' COURT ON: _____

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/18/14
TITLE: County Judge

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: 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, Ramon Garcia, do hereby state that membership in the RGV Mobility Task Force 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

APPROVED BY COMMISSIONERS' COURT ON: _____

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 2/18/14
TITLE: County Judge

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-42984 **Membership Dues 6. B.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Dept. (1100):
Requesting approval of 2014 membership dues, narcotic certification and police service dog certification payment to the National Narcotic Detector Dog Association, Inc. for: Jaime Garcia and K9 Herby, Oscar Elizondo and K9 Indy, Juan Moreno and K9 Endy, Armando Pena and K9 Bombix, Jesse Trantham and K9 Vyttig, Javier Solis and K9 Dick and reserve membership dues for Francisco Guerrero and K9 Argo with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor. (Requisition #250089)

BACKGROUND

The National Narcotic Detector Dog Association is a professional, nonprofit organization dedicated to the utilization and proficiency of scent detector dogs for the benefit of Law Enforcement Industry.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through Requisition #250089.

Attachments

backup

affidavits

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/03/2014 04:53 PM
Budget & Management	Debbie Tamez	02/06/2014 09:20 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Myra Montoya Started On: 02/03/2014 04:31 PM

Final Approval Date: 02/14/2014

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE : 1 ($30.00) 2 $50.00 • NEW (•) RENEWAL Visit our Site www.nndda.org

NAME : (LAST) Garcia (FIRST) Jaime (M.I) J

ADDRESS : [redacted] CITY : [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : Jaime9124Garcia@yahoo.com

DATE OF BIRTH [redacted] SS# [redacted] CELL phone NO: (956)- 720 - 5154

WORK PHONE NUMBER: (956)- 383 - 8114 HOME PHONE NO: (____)- NONE

AGENCY : Hidalgo County Sheriff's OFFICE ADDRESS : 711 E. El Cibolo Road

CITY: Edinburg STATE : TX ZIP : 78539

CANINE NAME : Herby AGE : 3 BREED : Dutch Shepherd

HOW LONG ON ACTIVE DUTY : 1 yr. CANINE OWNED BY : Hidalgo County S.O.

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : Jaime Garcia **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Marisol Muñiz

---

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

• • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

• • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • •OTHER____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : • Narcotics (25.00) ✓ • PSDog (25.00) ✓ • Other (25.00 each)

MEMBERSHIP FEES : $30.00 CERTIFICATION FEES : $50.00

TOTAL : $80.00 Collected BY: _____ C/O # _____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE : 1 $30.00 • NEW (RENEWAL) Visit our Site www.nndda.org
2 $50.00

NAME : (LAST) Guerrero (FIRST) Francisco (M.I) J

ADDRESS : [redacted] CITY : [redacted]

STATE : [redacted] ZIP : [redacted] MAIL : FrankG2071@Gmail.com

DATE OF BIRTH [redacted] SSN [redacted] **CELL** phone NO: (956)- 793 -4807

WORK PHONE NUMBER: (956)- 383 - 8114 **HOME** PHONE NO: (___)- NONE

AGENCY : Hidalgo County S.O. ADDRESS : 711 E. El Cibolo Road

CITY: Edinburg STATE : TX ZIP : 78539

CANINE NAME : Argo AGE : 5 BREED : German Shepherd

HOW LONG ON ACTIVE DUTY : 3years CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : [signature] **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Alex Guerrero

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

• ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

X • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • OTHER____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : • Narcotics (25.00) ✓ • PSDog (25.00) ✓ • Other (25.00 each)

MEMBERSHIP FEES : $ 50.00 CERTIFICATION FEES : $ 50.00

TOTAL : $ 100.00 Collected BY: _____ C/O # _____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE : (1 $30.00) 2 $50.00 • NEW (RENEWAL) Visit our Site www.nndda.org

NAME : (LAST) Elizondo (FIRST) Oscar (M.I) O.

ADDRESS : [redacted] CITY [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : oz-eliz@yahoo.com

DATE OF BIRTH [redacted] SSN [redacted] **CELL** phone NO: (956)- 457 - 0239

WORK PHONE NUMBER: (956)- 383 - 8114 **HOME** PHONE NO: (956)- 457 - 0239

AGENCY : Hidalgo County Sheriff's Office ADDRESS : 711 E. El Cibolo Rd.

CITY: Edinburg STATE : Texas ZIP : 78542

CANINE NAME : Indy AGE : 3 years BREED : Belgium Malinios

HOW LONG ON ACTIVE DUTY : 1 year CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE Oscar Elizondo **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Emelda Esparza

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

X • • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

• • • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • • OTHER ____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : ✓ Narcotics (25.00) ✓ PSDog (25.00) • Other (25.00 each)

MEMBERSHIP FEES : $30.00 CERTIFICATION FEES : $50.00

TOTAL : $80.00 Collected BY: _____ C/O # _____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE : 1 ~~$30.00~~ • NEW (RENEWAL
2 $50.00

Visit our Site
www.nndda.org

NAME : (LAST) Moreno (FIRST) Juan (M.I) M

ADDRESS : [redacted] CITY : [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : j-2142@yahoo.com

DATE OF BIRTH [redacted] SSN : [redacted] **CELL** phone NO: (956)- 867 - 2095

WORK PHONE NUMBER: (956)- 383 - 8114 **HOME** PHONE NO: (___)-___-____

AGENCY : Hidalgo County Sheriff's OFFICE ADDRESS : 711 E. El Cibolo Road

CITY: Edinburg STATE : TX ZIP : 78539

CANINE NAME : Endy AGE : 5 BREED : German Shepherd

HOW LONG ON ACTIVE DUTY : 3 CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : Juan Moreno **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Juan Moreno Sr.

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

X • • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

• • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • • OTHER____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : • Narcotics (25.00) ✓ • PSDog (25.00) ✓ • Other (25.00 each)

MEMBERSHIP FEES : $ 30.00 CERTIFICATION FEES : $ 50.00

TOTAL : $ 80.00 Collected BY: _____ C/O # _____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE 1 ~~$30.00~~ 2 $50.00 • NEW • RENEWAL Visit our Site www.nndda.org

NAME : (LAST) Pena (FIRST) Armando (M.I) ____

ADDRESS : [redacted] CITY : [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : armando.pena@hidalgoso.org

DATE OF BIRTH [redacted] SSN : [redacted] CELL phone NO: (956)-270-8669

WORK PHONE NUMBER: (956)-383-8114 HOME PHONE NO: (956)-270-8669

AGENCY : Hidalgo County Sheriff's Office ADDRESS : 711 E El Cibolo Rd.

CITY: Edinburg STATE : Texas ZIP : 78542

CANINE NAME : Bombix AGE : 8 years BREED : Belgium Malinios

HOW LONG ON ACTIVE DUTY : 6 years CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : Armando Peña **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Griselda Pena

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

X • • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

• • • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # ____ • CASH • P. O. # ____ • • OTHER ____

REMARKS ADDED INFO: ____

CERTIFICATION FEES : ✓ Narcotics (25.00) ✓ PSDog (25.00) • Other (25.00 each)

MEMBERSHIP FEES : $ 30.00 CERTIFICATION FEES : $ 50.00

TOTAL : $ 80.00 Collected BY: ____ C/O # ____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE (1) $30.00 (2) $50.00 • NEW • RENEWAL Visit our Site www.nndda.org

NAME : (LAST) Trantham (FIRST) Jesse (M.I) L.

ADDRESS : [redacted] CITY [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : jesseandjolynn@aol.com

DATE OF BIRTH [redacted] SSN : [redacted] CELL phone NO: (956)- 376 -3030

WORK PHONE NUMBER: (956)- 383 - 8114 HOME PHONE NO: (956)- 376 -3030

AGENCY : Hidalgo County Sheriff's Office ADDRESS : 711 E. El Cibolo Rd

CITY: Edinburg STATE : Texas ZIP : 78542

CANINE NAME : Vythig AGE : 2½ years BREED : German Shepard

HOW LONG ON ACTIVE DUTY : 6 months CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : Jesse Trantham **DATE :** 2-4-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Jolynn Trantham

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below. **MAKE CHECKS PAYABLE TO THE NNDDA**)*

(1) • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

(2) • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • OTHER_____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : • ✓ Narcotics (25.00) ✓ PSDog (25.00) • Other (25.00 each)

MEMBERSHIP FEES : $ 30.00 CERTIFICATION FEES : $ 50.00

TOTAL : $ 80.00 Collected BY: _____ C/O # _____

THE NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION, INC.

379 C. R. 105, CARTHAGE, TEXAS 75633
ATTN: Ronnie LaGrone, Treasurer

Phone: 1- 888- 289- 0070

MEMBERSHIP APPLICATION AND RECEIPT

THIS APPLICATION MUST ACCOMPANY PAYMENT TO BE CONSIDERED A MEMBER IN GOOD STANDING

FEE : 1 $30.00 2 $50.00 • **NEW** (•) **RENEWAL** Visit our Site www.nndda.org

NAME : (LAST) Solis (FIRST) Javier (M.I) Jr

ADDRESS : [redacted] CITY : [redacted]

STATE : [redacted] ZIP : [redacted] EMAIL : javier.solis@hidalgoso.org

DATE OF BIRTH [redacted] SSN [redacted] **CELL** phone NO: (956)- 222 - 9417

WORK PHONE NUMBER: (956)- 383 - 8114 **HOME** PHONE NO: (____)- NONE

AGENCY : Hidalgo County Sheriff's Office ADDRESS : 711 E. El Cibolo Road

CITY: Edinburg STATE : TX ZIP : 78539

CANINE NAME : Dick AGE : 7 BREED : Belgian Malinois

HOW LONG ON ACTIVE DUTY : 5 years CANINE OWNED BY : Hidalgo County

MY SIGNATURE BELOW CERTIFIES THAT THE ABOVE STATEMENT ARE TRUE AND CORRECT.

APPLICANT'S SIGNATURE : [signature] **DATE :** 2-3-14

MEMEBERS IN GOOD STANDING *NAME DEATH BENEFICIARY* Jennica Danielle Solis

Certifying Official Use Only Below This Line

MEMBERSHIP CATEGORIES

*(Check appropriate box below, **MAKE CHECKS PAYABLE TO THE NNDDA**)*

X • • ***Active member dues $30.00 annually, shall be full time paid law enforcement officer, retired officer, tenured officer, corrections officer local, state or federal.*** *Check bi-laws if you have questions if you meet active member status*

• • • ***All other member's dues $50.00 annually, shall be any person or company desiring to be associated with the NNDDA including corporate members, active associate members employed by a corporation (private security), military, reserve or part time law enforcement officer, associate sponsor member.***

TYPE OF PAYMENT: • CHECK # _____ • CASH • P. O. # _____ • • OTHER____

REMARKS ADDED INFO: _____

CERTIFICATION FEES : • Narcotics (25.00) ✓ • PSDog (25.00) ✓ • Other (25.00 each)

MEMBERSHIP FEES : $ 30.00 CERTIFICATION FEES : $ 50.00

TOTAL : $ 80.00 Collected BY: _____ C/O # _____

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, Oscar Elizondo, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: [signature] DATE: 1-22-14
TITLE: Sr. Deputy

Before me Myra M. Montoya a Notary Public, appeared Oscar Elizondo, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

[signature]
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, Juan Manuel Moreno, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Juan Moreno
TITLE: SR. Deputy DATE: 01-28-16

Before me Myra M Montoya, a Notary Public, appeared Juan M. Moreno, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

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, Jaime Garcia, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Jaime Garcia
TITLE: Senior Deputy DATE: 1-30-14

Before me Myra M. Montoya a Notary Public, appeared Jaime Garcia, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

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, Frank Guerrero, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____
TITLE: Sr. Deputy DATE: 1-31-14

Before me Myra M. Montoya a Notary Public, appeared Frank Guerrero, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

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, Armando Pena, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Armando Pena DATE: 01-27-14
TITLE: Deputy

Before me Myra M Montoya a Notary Public, appeared Armando Pena, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

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, Jesse Trantham, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Jesse Trantham DATE: 1/27/17
TITLE: SR Deputy

Before me Myra M. Montoya, a Notary Public, appeared Jesse Trantham, 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 M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

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, Javier Solis Jr, do hereby state that membership in the N.N.D.D.A., 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 N.N.D.D.A. is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 1-27-14
TITLE: Sr. Deputy

Before me Myra M. Montoya a Notary Public, appeared Javier Solis Jr., and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

MYRA M MONTOYA
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 7/27/17

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

AI-42957 **Membership Dues 6. C.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Dairen Sarmiento Submitted By: Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Health & Human Services Dept. (1100):
Approval of 2014 Texas Indigent Health Care Association membership dues in the total amount of $200.00, with authority for County Treasurer to issue check after review and auditing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-444-00-240-001-0-xxx

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

BUDGETARY IMPACT:

Funds available within Requisition #00251163 as of 2/13/14.

Attachments

Affidavit
Invoice

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	02/13/2014 12:01 PM
Budget & Management	Debbie Tamez	02/13/2014 01:15 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Perla Lopez Started On: 01/31/2014 01:46 PM

Final Approval Date: 02/14/2014

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, Dairen Sarmiento, do hereby state that membership in the T.I.H.C.A, 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 T.I.H.C.A is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Dairen Sarmiento DATE: 1-31-14
TITLE: Director

Before me Maria de Lourdes M Acevedo, a Notary Public, appeared Dairen Sarmiento, 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)

MARIA DE LOURDES M ACEVEDO
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
10-22-2016

Maria de Lourdes M Acevedo
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 *Conference of*
Urban Counties

RECEIVED
JAN 31 2014
HidalgoCountyHumanServices

Invoice

Date	Number
1/22/2014	7292

Bill To
Hidalgo County Dairen Sarmiento 1304 South 25th Ave. Edinburg, TX 78542

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, Texas 78701

Req. #0025116 3

EIN# 74-3019904

Description	Amount
Membership Dues for Texas Indigent Health Care Association 2014	200.00
	Total $200.00
	Balance Due $200.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	cuc@cuc.org	http://www.cuc.org

AI-43084 **Membership Dues 6. D.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney (1100):
Request approval of TIBA - Texas Independent Bar Association Annual Membership Dues for Roy Cazares in the amount of $120.00 with authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

By becoming a member our office receives weekly emailed reports of the activity by the Courts of Appeals.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-412-00-080-002-0-xxx

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

BUDGETARY IMPACT:

Funds available within requisition #251736.

Attachments

TIBAinvoice

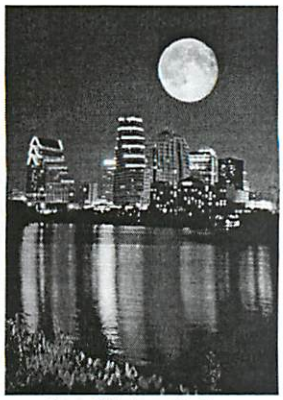
affidavit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/07/2014 08:55 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Roy Cazares Started On: 02/07/2014 08:22 AM

Final Approval Date: 02/14/2014



One Fabulous Skyline

TIBA TEXAS INDEPENDENT BAR ASSOCIATION

Post Office Box 783
Austin, Texas 78767
Tel. 512-354-7823
Fax: 512-532-6282

Web Site: www.texindbar.org



Dues Statement

December 31, 2013

Roy Cazares
Hidalgo County District Attorney's Office
roy.cazares@da.co.hidalgo.tx.us
Hidalgo Co. Courthouse
Edinburg, Texas 78539

(Insert Name, Complete Address, and EMail Address)

Choose Your Membership Level

TIBA Membership dues - Calendar year 2014
(includes EMail subscriptions to TIBA's G&S Texas Criminal Law Report and TIBA's Daily Criminal Law Report) $120.00

TIBA Associate Membership dues - Calendar year 2014
(includes EMail subscription to weekly report only) $75.00

Payment Options:

Check: Mail a check, payable to "Texas Independent Bar Association" or "TIBA" for the amount above, to Post Office Box 783; Austin, Texas 78767-0783. Mark the envelope "Attn: Membership Dept."

Credit Card: We accept credit card payments only through PayPal via the Internet If you wish to use a credit card, please let us know and we will send a request for payment. You will then be able to pay using a credit card (VISA - M/C - AMEX - DISCOVER) via PayPal. You do not need to be a PayPal member to pay your dues with a credit card.

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, Roy Cazares, do hereby state that membership in the Texas Independent Bar 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 Independent Bar Association is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 02/13/2014
TITLE: H.R. Coordinator

Before me Jessica Maye, a Notary Public, appeared Roy Cazares, 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) Jessica Maye Notary Public, State of Texas My Commission Expires: July 12, 2015

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-43173 **Auditor's Office 7. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Alamo 2009, 2010, 2011 and 2012 TIRZ payment, in the amount of $67,044.99, pursuant to the interlocal agreement between the City of Alamo, Hidalgo County, and the Reinvestment Zone No. 1, City of Alamo

BACKGROUND

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/13/2014 01:19 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Monica Badillo Started On: 02/13/2014 09:32 AM

Final Approval Date: 02/14/2014

THE STATE OF TEXAS	§	
	§	CITY OF ALAMO
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 ALAMO, TEXAS** (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance 29-12-08, passed and approved by the City Commission on December 16 2008, **HIDALGO COUNTY** (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and **REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS,** a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) 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, HIDALGO 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 and COUNTY in the Alamo City 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

Luciano Ozuna Jr.
City Manager
City of Alamo
420 N Tower Rd
Alamo, Texas 78516

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Alamo, Texas
420 N Tower Rd
Alamo, Texas 78516

COUNTY

Rene A. Ramirez
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 Alamo TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

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 Alamo 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. The aggregate Administrative Costs over the life of the ZONE are estimated to be $ 25,000. The only taxing entity to receive administrative expenses is the COUNTY.
2. "Agreement" means this Interlocal Agreement.
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 2008, 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. "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 February 13, 2009, and approved by City Council of CITY on April 05, 2009, and attached hereto as Exhibit "A".
9. "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.

10. "Parties" has the meaning given such term in Section I.A.1 above.
11. "Project" refers to the City of Alamo Proposed Public Improvements identified in the Final Project Plan and Financing Plan.
12. "Project Costs" means the items set forth and described in Section 311.002(1), 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.
13. "Project Plan" means the Final Project Plan and Financing Plan for the ZONE as adopted by the Board of Directors of the ZONE on, February 13, 2009 and approved by the CITY Commission of the CITY on April 05, 2009 and attached hereto as Exhibit "A".
14. "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.
15. "COUNTY M&O Tax Rate" means that portion of the ad valorum tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate as of November 17, 2009 is $0.5127 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the COUNTY during the term of the ZONE."
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, 2008, 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 Alamo, 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. "Transportation Zone means Transportation Reinvestment Zone Number One, Hidalgo County."
21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above."

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 3 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Alamo City Project, pursuant to Chapter 311, Texas Tax Code. On December 16, 2008, the City Commission of CITY passed and approved Ordinance # 29-12-08 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2033, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 13, 2009. The CITY approved the Project Plan and Project Financing Plan on April 05, 2009. 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. 29-12-08, 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 Alamo 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 its M&O tax rate as assessed and collected on the tax increment for the respective tax year, except for revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County. For revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County, the COUNTY will contribute to the Tax Increment Fund an amount equal to 50% of the revenue generated from its M&O tax rate. For the purpose of this Agreement the 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 be greater than ten million, seven hundred sixty seven dollars ($10,000,767), over the life of the ZONE beginning with the 2009 tax year.

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. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of ten million, seven hundred sixty seven dollars ($10,000,767), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2033 (ending on December, 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, 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 2009 by the later of May 1st, 2010 or 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning January 1, 2009. 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.

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 is not timely 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 ten million, seven hundred sixty seven dollars ($10,000,767.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV (b) (4).

9. a. *General Provisions.* Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in section IV.B.9.b.and IV.B.9.c. below, the COUNTY agrees to participate at

(i) one hundred percent (100%) of its COUNTY M&O Tax Rate (currently $0.5127 per $100 valuation on the Captured Appraised Value) for real property outside the Transportation Zone, and

(ii) fifty percent (50%) of the COUNTY M&O Tax Rate (50% currently equaling $0.25635 per $100 valuation on the Captured Appraised Value) for real property within the Transportation Zone.

b. *Lower COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed the applicable percentage designated in section IV.B.9.a. above (100% for any real property outside the Transportation Zone and 50% for any real property within the Transportation Zone as the case may be) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate with respect to such year the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation.

c. *Greater COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is greater than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, the COUNTY shall retain all taxes collected in excess of $0.5127 with respect to any real property outside the Transportation Zone and $0.25635 with respect to any real property within the Transportation Zone per $100 valuation on the Captured Appraised Value and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. 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.

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 2009 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 eleven million, five hundred sixty four thousand one hundred seventy nine dollars ($11,563,179).

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 2009 by April 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. 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. 29-12-08 passed and approved by City Council

of the CITY on December 16, 2008. 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 parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE. 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 or Participating Taxing Entities.

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 December 31, 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 2009 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 after December 31, 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 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 Ordinance No. 08-04-09 dated April 05, 2009. 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 Council 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 Council 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 ALAMO; HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF ALAMO, TEXAS have made and executed this Agreement in triplicate originals on this 16th day of March, 2010.

CITY OF ALAMO

City Manager

HIDALGO COUNTY

By:
Rene A. Ramirez
County Judge

ATTEST/SEAL:

City Secretary

ATTEST/SEAL:

Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By:
~~By:~~ Stephen L. Crain
~~Atlas & Hall, L.L.P.~~

REINVESTMENT ZONE NUMBER ONE,
CITY OF ALAMO, TEXAS

Charles D. Wilmoth
Presiding Officer

THE STATE OF TEXAS §
§ CITY OF ALAMO
COUNTY OF HIDALGO §

FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

WHEREAS, the CITY OF ALAMO, TEXAS (the "***City***") approved the creation of REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO (the "***Zone***") in accordance with the provisions of Chapter 311, Texas Tax Code, as amended; and

WHEREAS, the City, the Zone, and HIDALGO COUNTY, TEXAS (the "***County***"), a political subdivision of the State of Texas, entered into that certain Interlocal Agreement (the "***Agreement***") dated March 16, 2010, but uncertainty has arisen as to whether complete copies of the exhibits referenced therein were attached when the Agreement was executed;

WHEREAS, the Agreement anticipated the existence of a transportation zone overlapping a portion of the Zone territory, and provided certain provisions relating thereto referencing Transportation Zone Number One, County of Hidalgo ("***Prior TRZ***");

WHEREAS, the Prior TRZ is no longer in effect and the County subsequently formed a second transportation zone, known as Transportation Zone Number Two, County of Hidalgo ("***TRZ2***"), which may lead to uncertainty with respect to the application of the transportation zone provisions in the Agreement;

WHEREAS, the County anticipates entering into an agreement with TRZ2, pursuant to which the County may not be required to make payments to TRZ2 on property that is located in both the Zone and the TRZ2, which agreement has not been finalized as of the time of approval of this first amendment (the "***Amendment***") to the Agreement;

WHEREAS, the County had not been provided with the information required under the Agreement in order for the County to be able to make payments pursuant to the Agreement;

WHEREAS, the parties now desire to amend the Agreement, including accounting for TRZ2 in lieu of the Prior TRZ and changes to the payment schedule, as set forth in this Amendment;

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

1. Section II.20 of the Agreement is amended in its entirety to read as follows:

   20. "Transportation Zone" means Transportation Zone Number Two, County of Hidalgo.

2. Section IV.B.1. of the Agreement is amended to read in its entirety as follows:

1. a. COUNTY's obligation to contribute its Tax Increment Payment to the Tax Increment Fund, as provided in Section IV.A of this Agreement, 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.

b. COUNTY agrees to deposit its first Tax Increment Payment to the Tax Increment Fund for tax years 2009 through 2012 thirty (30) days after the full execution and delivery of the first amendment to this Agreement dated September 17, 2013, by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2013, but only for tax year 2009 beginning January 1, 2009 through tax year 2012 beginning January 1, 2012.

c. 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.

3. Section IV.B.9. of the Agreement is amended to read in its entirety as follows:

9. a. *General Provisions.* Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in section IV.B.9.b, and IV.B.9.c. below, the County agrees to participate at:

(i) Except as provided in Section IV.B.9.(ii) below, one hundred percent (100%) of its COUNTY M&O Tax Rate (for tax year 2009, $0.5127 per $100 valuation on the Captured Appraised Value) without regard to whether the real property is within the Transportation Zone, and

(ii) With respect only to real property in the Zone that is also within the Transportation Zone; during any period with respect to which the COUNTY is obligated to pay part of the tax increment on such real property in the Zone to the Transportation Zone (which, as of September 2013, the COUNTY does not anticipate occurring), in lieu of the amount set forth in Section IV.B.9(i) above, fifty percent (50%) of the COUNTY M&O Tax Rate (50% for tax year 2009 equaling $0.25635 per $100 valuation on the

Captured Appraised Value) for real property within the Transportation Zone.

4. This Amendment may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

5. The parties acknowledge that the copy of the Agreement attached hereto as Exhibit 1 and made a part hereof is a complete copy of the Agreement, including the exhibits thereto. Except to the extent specifically modified by the provisions of this Amendment, the Agreement, (as attached as Exhibit 1 hereto) is hereby ratified and confirmed.

IN WITNESS HEREOF, the City, the County, and the Zone have made and executed this Amendment in triplicate originals as of the 17th day of September, 2013.

CITY OF ALAMO

City Manager Date

ATTEST/SEAL:

City Secretary

HIDALGO COUNTY

Ramon Garcia Date
County Judge

ATTEST/SEAL:

County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Approved by Commissioners' Court on 9/17/13 RO

REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

Presiding Officer Date

EXHIBIT 1 TO FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

Copy of

Executed Interlocal Agreement

(including all exhibits attached thereto and made a part thereof)

Made and Executed March 16, 2010, among the

City of Alamo,

Hidalgo County and

Reinvestment Zone Number One, City of Alamo, Texas

(Consisting of 41 pages including this cover page)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO § CITY OF ALAMO

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 ALAMO, TEXAS (hereafter referred to as "CITY"), a Texas General Law City, acting through its City Manager pursuant to Ordinance 29-12-08, passed and approved by the City Commission on December 16 2008, HIDALGO COUNTY (hereafter referred to as "COUNTY"), a political subdivision of the State of Texas, and REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS, a reinvestment zone created by the CITY pursuant to Chapter 311 of the Texas Tax Code, (hereafter referred to as the "ZONE", as hereafter defined) 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, HIDALGO 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 and COUNTY in the Alamo City 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

Luciano Ozuna Jr.
City Manager
City of Alamo
420 N Tower Rd
Alamo, Texas 78516

With Copy to:

ZONE BOARD

Attention: Chairman
Reinvestment Zone Number One, City of Alamo, Texas
420 N Tower Rd
Alamo, Texas 78516

COUNTY

Rene A. Ramirez
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 Alamo TIRZ #1
2808 South Business Hwy 281
Edinburg, Texas 78539

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 Alamo 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. The aggregate Administrative Costs over the life of the ZONE are estimated to be $ 25,000. The only taxing entity to receive administrative expenses is the COUNTY.
2. "Agreement" means this Interlocal Agreement.
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 2008, 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. "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 February 13, 2009, and approved by City Council of CITY on April 05, 2009, and attached hereto as Exhibit "A".
9. "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.

10. "Parties" has the meaning given such term in Section I.A.1 above.
11. "Project" refers to the City of Alamo Proposed Public Improvements identified in the Final Project Plan and Financing Plan.
12. "Project Costs" means the items set forth and described in Section 311.002(1), 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.
13. "Project Plan" means the Final Project Plan and Financing Plan for the ZONE as adopted by the Board of Directors of the ZONE on, February 13, 2009 and approved by the CITY Commission of the CITY on April 05, 2009 and attached hereto as Exhibit "A".
14. "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.
15. "COUNTY M&O Tax Rate" means that portion of the ad valorum tax rate used by the COUNTY for Maintenance and Operation. The COUNTY M&O Tax Rate as of November 17, 2009 is $0.5127 per $100 dollars of valuation on the Captured Appraised Value and may be changed by the COUNTY during the term of the ZONE."
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, 2008, 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 Alamo, 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. "Transportation Zone means Transportation Reinvestment Zone Number One, Hidalgo County."
21. "ZONE BOARD" has the meaning set forth in Section I.A.1 above."

III. BACKGROUND

A. A Resolution passed and approved by City Commission of CITY on Tuesday June 3 2008, expressed the CITY's intent to create a tax increment financing reinvestment zone to support revitalization activities for the ZONE, commonly known as the Alamo City Project, pursuant to Chapter 311, Texas Tax Code. On December 16, 2008, the City Commission of CITY passed and approved Ordinance # 29-12-08 which created the ZONE. The ZONE will provide funding for public improvements within the ZONE. The ZONE is projected to terminate on December 31, 2033, unless earlier termination occurs under this Agreement (the "term of the ZONE").

B. The ZONE BOARD adopted the Project Plan on February 13, 2009. The CITY approved the Project Plan and Project Financing Plan on April 05, 2009. 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. 29-12-08, 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 Alamo 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 its M&O tax rate as assessed and collected on the tax increment for the respective tax year, except for revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County. For revenue collected from areas included in the Transportation Reinvestment Zone Number One, Hidalgo County, the COUNTY will contribute to the Tax Increment Fund an amount equal to 50% of the revenue generated from its M&O tax rate. For the purpose of this Agreement the 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 be greater than ten million, seven hundred sixty seven dollars ($10,000,767), over the life of the ZONE beginning with the 2009 tax year.

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. The COUNTY's contributions to the Tax Increment Fund shall end when it has contributed the maximum total contribution provided for herein of ten million, seven hundred sixty seven dollars ($10,000,767), or when it has made contributions of all Tax Increment Payments, as specified in the Project Plan, attributable to all periods through the end of the COUNTY's fiscal year 2033 (ending on December, 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, 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 2009 by the later of May 1st, 2010 or 30 days after the full execution and delivery of this Agreement by all Parties. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received up to January 31, 2010, but only for tax year 2009 beginning January 1, 2009. 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.

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 is not timely 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 ten million, seven hundred sixty seven dollars ($10,000,767.00), plus any applicable penalty and/or interest allowed in section 311.013 of the Tax Code, subject to the limitations on Section IV (b) (4).

9. a. *General Provisions.* Subject to changes in the COUNTY M&O Tax Rate that will be addressed as set forth in section IV.B.9.b.and IV.B.9.c. below, the COUNTY agrees to participate at

(i) one hundred percent (100%) of its COUNTY M&O Tax Rate (currently $0.5127 per $100 valuation on the Captured Appraised Value) for real property outside the Transportation Zone, and

(ii) fifty percent (50%) of the COUNTY M&O Tax Rate (50% currently equaling $0.25635 per $100 valuation on the Captured Appraised Value) for real property within the Transportation Zone.

b. *Lower COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, then the maximum tax increment paid by the COUNTY into the Tax Increment Fund for such year shall not exceed the applicable percentage designated in section IV.B.9.a. above (100% for any real property outside the Transportation Zone and 50% for any real property within the Transportation Zone as the case may be) of the total amount of taxes collected by the COUNTY at the actual COUNTY M&O Tax Rate with respect to such year the COUNTY M&O Tax Rate is less than $0.5127 per $100 valuation.

c. *Greater COUNTY M&O Tax Rate.* If the COUNTY M&O Tax Rate is greater than $0.5127 per $100 valuation on the Captured Appraised Value during any year during the term of the Zone, the COUNTY shall retain all taxes collected in excess of $0.5127 with respect to any real property outside the Transportation Zone and $0.25635 with respect to any real property within the Transportation Zone per $100 valuation on the Captured Appraised Value and to the extent any such excess has been contributed into the Tax Increment Fund, such excess shall be promptly refunded to the COUNTY.

10. 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 Ehtities, 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.

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 2009 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 eleven million, five hundred sixty four thousand one hundred seventy nine dollars ($11,563,179).

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 2009 by April 30, 2010. The amount of the first Tax Increment Payment shall be based on the Tax Increments that were received through January 31, 2010, but only for the tax year 2009 beginning January 1, 2009. 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. 29-12-08 passed and approved by City Council

of the CITY on December 16, 2008. 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 parties agree and understand that under no circumstances shall Administrative Costs, in the aggregate, exceed the amount set out and described in Section II.1 above.

3. In addition to Project Costs and any other allowable costs, the CITY and ZONE represent and warrant that they will use funds in the Tax Increment Fund to pay annual expenditures in the following order or priority of payment: (i) payment of any debt service on any Bonds issued with respect to the ZONE under Section 311.015 of the Texas Tax Code; and (ii) to reimburse eligible initial startup Administrative Costs incurred by each Participating Taxing Entity, except that if there are insufficient funds for the full reimbursement of Administrative Costs to each Participating Taxing Entity, then the Administrative Costs of each Participating Taxing Entity shall be reimbursed on a pro rata basis based on each taxing entity's total tax increment payment to the ZONE. 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 or Participating Taxing Entities.

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 December 31, 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 2009 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 after December 31, 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 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 Ordinance No. 08-04-09 dated April 05, 2009. 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 Council 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 Council 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 ALAMO, HIDALGO COUNTY AND TAX INCREMENT REINVESTMENT ZONE NUMBER ONE (1), CITY OF ALAMO, TEXAS have made and executed this Agreement in triplicate originals on this 16th day of March, 2010.

CITY OF ALAMO

City Manager

HIDALGO COUNTY

By: _____
Rene A. Ramirez
County Judge

ATTEST/SEAL:

City Secretary

ATTEST/SEAL:

Arturo Guajardo, Jr.
County Clerk

APPROVED AS TO FORM FOR HIDALGO COUNTY:

By: _____
~~By:~~ Stephen L. Crain
~~Atlas & Hall, L.L.P.~~

REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

Presiding Officer

EXHIBIT A

TO INTERLOCAL AGREEMENT MADE AND EXECUTED MARCH 16, 2010,

AMONG THE

CITY OF ALAMO,

HIDALGO COUNTY AND

REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

PROJECT PLAN DATED FEBRUARY 13, 2009

(Consisting of 25 pages including this cover page)

3/4/10

FINAL
PROJECT PLAN
AND FINANCING PLAN
FOR

Reinvestment Zone Number One

City of ALAMO, Texas

ALAMO Redevelopment Program

February 13, 2009

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V.	ALAMO BOARD MEMBERS	20

EXHIBITS

A. MAP OF ZONE

B. SUMMARY OF TIRZ REQUIREMENTS

SECTION I – EXECUTIVE SUMMARY

Overview of Plan

The City of Alamo Tax Increment Reinvestment Zone ("TIRZ") Number One represents an important opportunity for the City of Alamo 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 vacant or are in need of redevelopment due to inadequate city street infrastructure, unpaved and substandard streets, drainage issues, availability of sewer and water capacity and service, functional obsolescence 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 with high value commercial, industrial, single and multi-family land uses.
3. Offer employment opportunities and reduce commuting time for Alamo 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 Alamo economy and housing market.

The proposed TIRZ is comprised of vacant land throughout the City of Alamo. Also included within the TIRZ boundaries are the public rights of way and the associated ally ways of Lee Dr., Jon Dr., Alta Vista St., Middle St., Loma Linda St., Alamo Rd., Trinity St, Nueces St., Rio Grande St., Brazos St., Colorado St., El Gato Rd., Exana Ln., Canary Island Ln, Mediterranean Ln., Pauli Ave., South. 7th St., South 8th St., Norma Ave., Calle Naranja, Oneida Circle, Moore Road, Plena-Vista Dr., Plena-Vista Circle, Analisa Ave., 12th, 13th and 14th Streets, West Irvine St., West Harrison St., South 12th and 13th Sts., Vida Santa, Vida Grande, Vida De Oro, and Vida Entera Sts., Oakwood Dr., 15th St., Lance Dr., Fannin Ave., Ellis Ave., Desoto Ave., Crockett Ave., Bowie Ave., Olvia Dr., Las Fuentas Dr., El Paseo Dr., Las Flores Dr., La Costa Dr., Royalty, Royalty House, Monterrey Dr., Stone Oak, Post Oak, Spanish Oak, Pecan, Red Bud, Red Oak, Mossy Oak, Cripple Creek Circle, Serg Loop, Cameo Circle, Meadow Creek, Candy Dr, Caramel Dr., Dulce Dr., Canela Dr., Cameo Circle, Palm Harbor, Fleetwood, Pine Creek, Silver Creek, Palmview East Crockett, North and South Alamo, North and South 6th, 7th, 8th , 9th 10th, 11th, 12th , And 13th Sts., West Main, East Main, Austin Lane, Austin Ave., Acacia Ave., Burantha Ave., Old US 83, Alma Ave, Alma St., Delia Ave., Delia St., Laura Dr., Hector Dr., Jackie St., Anahi St., Royal Palm St., Brian St., Stnsbo Ave., Citrus Ave., US 83 Expressway, Hackberry Ave., Ivy Ave.,

Jasmine Ave., Aurora Dr., West Green Circle, Green Valley Lane, Greenwood Circle, Papalote Dr., 7 1/2 St., Marissa Dr., Carey Ln., Greystone Circle, Ashley Ave., Brady Ave., Shannon Ave., Tower Road, Tulip Circle, Shea Dr., Martinez Ave., Norma Cir. Sonia Cir., Belinda Dr., Ravine Dr., Karen Dr., Lucy Dr., Rebecca Dr., Diana Dr., Santa Anna Dr., Citrus Dr., Palm Dr., Country Club Dr., Jewell Dr., Northcutt Dr., Ernestine Dr., Dorothy Dr., Virginia Dr., Duane Dr., Katrin Dr., Jacqueline Dr., Marcus Dr., Robert Lane, Elena Ln., White Ln., Thomas Ln., Margarita Ln., Rodeo Trail, Spur Tr., Corral Tr., Branding Iron Tr., Lucas Ct. Alma Ave., Alma St., Delia Ave., Delia St., and Business 83.

Development Goals and Objectives

The development goals and objectives, which are expected to meet the specific needs of the City of Alamo TIRZ District, are:

- Provide commercial and industrial opportunities for developers and companies seeking commercial building sites through the extension and expansion of the water and sewer systems.
- Provide for funds for the development of a new sewage treatment and collection system.
- Provide for new commercial, and residential opportunities through the completion of new connector streets.
- Begin to address the need for expanded housing opportunities for Alamo residents and Alamo workers who have to commute to work.
- Provide employment opportunities to service increasing population growth within the City of Alamo 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 City Streets that impede redevelopment or new development.
- Provide funds for the expansion and extension of the sewer and water systems to promote and protect the future tax base of the City.

The City of Alamo 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 and market rate housing.

Planned Private Development

The City of Alamo TIRZ Development Program includes;

Phase 1	2008-2009	$8,000,000	Commercial
Phase 1a	2009	$1,500,000	Single Family
Phase 2	2010	$5,000,000	Commercial
Phase 2b	2010	$2,317,500	Single Family
Phase 3	2011	$10,000,000	Commercial
Phase 3a	2011	$3,983,000	Single Family
Phase 4	2012	$5,000,000	Commercial
Phase 4a	2012	$4,723,750	Single Family
Phase 5	2013	$5,000,000	Commercial
Phase 5a	2013	$4,211,000	Single Family
Phase 5b	2013	$11,250,000	Multi-Family
Phase 6	2014	$5,000,000	Commercial
Phase 6a	2014	$3,446,500	Single Family
Phase 7	2015	$5,000,000	Commercial
Phase 7a	2015	$2,714,000	Single Family
Phase 8	2016	$5,000,000	Commercial
Phase 8a	2016	$3,478,750	Single Family
Phase 9	2017	$5,000,000	Commercial
		$53,000,000	Commercial
	150	$11,250,000	Multi-Family
	175	$26,374,500	Single Family

The total private investment is expected to be in excess of $ 90,624,500.

The projected values of future commercial development is based upon an analysis of the 2006 and 2007 and 2008 building permits issued by the City of Alamo. 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

Consideration has also been given to visits to the City from third party developers looking at commercial sites and enquiring about the availability of sewer, water and the location of other utilities.

Planned Public Improvements

The public improvements enumerated in the Project Plan, with an estimated cost of $55,000,000 provide for the expansion of sewer and water distribution facilities, construction of a sewer treatment plant, new street construction, the extension of existing streets, addressing housing issues that are impeding economic development, remediation of the drainage issues that occur with all

significant rainfalls, existing street reconstruction to include curbs and gutters, 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 Alamo district are designed to help meet the long-term needs to secure and insure growth and investment in the City and western Hidalgo County.

Planned Public Construction

The City of Alamo TIRZ Development Program includes;

Begin Construction		2010
Construction Complete		2032
Drainage	$	2,500,000
Right of Way Acquisition	$	5,000,000
Water Rights Acquisition	$	3,000,000
Wastewater Treatment Plant Expansion	$	15,000,000
Wastewater Collection System Improvements	$	2,000,000
Street Reconstruction	$	5,000,000
Economic Development Incentives	$	5,000,000
Matching Funds for State and Federal Grants	$	5,000,000
Municipal Facilities Acquisition/Construction	$	5,000,000
Utility Relocation	$	5,000,000
Parks Including Soccer Fields	$	2,500,000
Administrative Expense	$	25,000
Total Costs	$	55,025,000

All construction of public improvements will be on a pay as you go system until such time as the annual income to the Zone shall equal an amount sufficient to address bonded indebtedness.

The TIRZ Financing Plan provides for tax increment allowable expenses in the approximate amount of $ 20,858,246. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the City of Alamo TIRZ District.

Section II – Project Plan

Background

On June 3, 2008 the City Council of the City of Alamo approved a "Resolution of Intent" to consider the creation of the City of Alamo TIRZ # 1 through Resolution # 06-07-08. On December 16, 2008 the City Council approved Ordinance 29-12-08 authorizing the creation of the TIRZ and Ordinance 30-12-08 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 Sylvia Handy October 16, 2008
- Hidalgo County Economic Development Director October 21, 2008
- Hidalgo County Commissioners Court on October 22, 2008.
- PSJA Independent School District on September 22, 2008

Program Concepts

The City of Alamo TIRZ District represents an important opportunity for the City of Alamo 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 Alamo 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 Alamo 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 the destination tourism, hunting and fishing industries.

Description of District

The City of Alamo 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 $50,088,881, however, the total assessed value of the property in the Zone, the Base Value of the Zone. is $39,564,445 per the HIDALGO County Appraisal District. The City of Alamo TIRZ zone includes approximately 511+/- acres of public and privately held land surrounding the City as shown on the Exhibit "A"

Existing Uses and Conditions

The City of Alamo 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:

2. 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 Alamo, 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 Alamo;
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 PSJA Independent School District,
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 Alamo TIRZ Zoning

The City of Alamo is divided into 7 zoning districts.

SH-R1 District Senior Housing Resident District
R-1 District Single-Family Dwelling District
R-2 District Multi-Family, Apartment, and Townhouse Dwelling District
R-MH District Mobile Home Parks and Subdivisions
C-1 District Light Commercial District
C District Commercial District
M District Industrial District

There are no proposed changes of zoning ordinances, the master plan of the City, building codes or subdivision rules and regulations

Proposed Public Improvements

DRAINAGE

Over the past 10 years Alamo like almost every other City in the Valley has experienced unanticipated economic growth. Many of the drainage improvements that were installed in prior decades have proved inadequate to carry increased runoff from this development. Additionally as land has been converted from farm use to other uses and often time to just vacant land, the land has lost some of its ability to retain water. The City needs to upgrade many of its existing drainage channels and to install additional channels in areas of the City that have been annexed over the past 10 years.

RIGHT OF WAY ACQUISITION

The City of Alamo 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 the center of the City and in areas north of US Hwy 83 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 a lack of adequate fire flow in the water lines and 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.

WATER RIGHTS ACQUISITION

The City routinely exceeds its existing water allocation. Additional water rights must be purchased to insure the future viability of the City both for its current residents and businesses and for future commercial and residential development.

WATEWATER TREATMENT PLANT EXPANSION

The City currently uses a lagoon system for the treatment of its sewer effluent. As the population and business base of the City has increased it has become increasingly difficult to operate this type treatment facility. At both the state and federal level there is increasing possibility of regulations that will make the practical operation of these types of facilities increasingly difficult. Additionally the City needs to prepare for the next drought and recycled water will be one of the ways that cities will look to meet there landscape irrigation needs reserving treated water for human consumption.

WATEWATER COLLECTION SYSTEM IMPROVEMENTS

Many of the wastewater treatment trunk lines in the City were not adequately sized for future development and some of that development has already occurred. The City needs to either install parallel line along side some of its existing lines or it needs to upgrade the size of some of its lines.

STREET RECONSTRUCTION

The rights-of-way of all of the existing streets in the City of Alamo 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.

ECONOMIC DEVELOPMENT INCENTIVES

The City of Alamo 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 these funds to expand the tax base around the development and to provide for increased employment for Alamo and surrounding Hidalgo County residents

MATCHING FUNDS FOR GRANTS

The funds that will be raised through the tax increment reinvestment zone are inadequate to meet the long-term capital needs of the City. Both the City and the Economic Development Foundation will seek to maximize state, federal and private funds through matching grants.

MUNICIPAL FACILITIES ACQUISITION AND CONSTRUCTION

As the City grows additional public safety facilities will be needed, primarily additional fire facilities. The City will seek the lowest cost opportunity either purchasing an existing facility and remodeling it or purchasing land and construction a new facility.

UTILITY RELOCATION

When new streets are constructed it is often necessary to move water and sewer trunk lines and when existing streets are reconstructed the installation of new sewer and water lines at new locations is also a necessity. With the construction of the new wastewater treatment plant new trunk lines will need to be constructed to facilitate moving wastewater from the existing lagoon system to the new plant.

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.

The planned improvements are designed to begin to meet the long-term needs to secure growth and investment in Alamo and western HIDALGO County.

Conclusions

Based upon a set of conservative assumptions and analysis of the Project Plan and Reinvestment Zone Financing Plan, the City of Alamo 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.

Market or economic feasibility addresses issues relating to product absorption, type of product, and demand. The existing economic base is expected to increase due to new commercial opportunities that will be generated through the business expansion that is a result of the over $5,000,000 in commercial and residential building permits issued by the City of Alamo in 2007 and 2008. Additionally developers and builders have approached the City with preliminary plans for which they will be pulling permits in 2009 and 2010. The funding of the sewer and water extensions will insure that permits will be able to be issued to these builders and developers. The new arterials planned for the northern sector and the area behind City Hall will open traditionally landlocked areas of the City for development and the procurement of adequate water rights will insure future employers that water will be available to meet their needs.

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 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 TIF Trust Fund, which is used to pay for the public improvements. Once the public improvements are completed and paid for, the TIF 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.

Financing Plan

The Reinvestment Zone Financing Plan developed by the City provides that potentially $21,034,536 of public improvements will be paid for with TIF funds. The Reinvestment Zone Financing Plan also projects incremental funds for financing and revenues for the City of Alamo 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. It is not anticipated that the bonded indebtedness of the Zone will exceed $10,000,000

Financing Policy: The goal of the City of Alamo 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.

Non Project Costs

None

Relocation Plan

None, There are no residential components of the plan that would require demolition and reconstruction.

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		2010
Construction Complete		2032
Drainage	$	2,500,000
Right of Way Acquisition	$	5,000,000
Water Rights Acquisition	$	3,000,000
Wastewater Treatment Plant Expansion	$	15,000,000
Wastewater Collection System Inprovements	$	2,000,000
Street Reconstruction	$	5,000,000
Economic Development Incentives	$	5,000,000
Matching Funds for State and Federal Grants	$	5,000,000
Municipal Facilities Acquisition/Construction	$	5,000,000
Utility Relocation	$	5,000,000
Parks Including Soccer Fields	$	2,500,000
Administrative Expense	$	25,000
Total Costs	$	55,025,000

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 70% 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.

City of Alamo
Project Review

City of Alamo - TIF Reinvestment Zone # One

Summary Fact Sheet
November 25, 2008

Plan of Finance

Site Area			511 +/-	Acres
Base Value (January 1, 2008)			$39,564,445	

Project:

Phase 1	2008-2009	$8,000,000	Commercial
Phase 1a	2009	$1,500,000	Single Family
Phase 2	2010	$5,000,000	Commercial
Phase 2b	2010	$2,317,500	Single Family
Phase 3	2011	$10,000,000	Commercial
Phase 3a	2011	$3,983,000	Single Family
Phase 4	2012	$5,000,000	Commercial
Phase 4a	2012	$4,723,750	Single Family
Phase 5	2013	$5,000,000	Commercial
Phase 5a	2013	$4,211,000	Single Family
Phase 5b	2013	$11,250,000	Multi-Family
Phase 6	2014	$5,000,000	Commecial
Phase 6a	2014	$3,446,500	Single Family
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Phase 8	2016	$5,000,000	Commecial
Phase 8a	2016	$3,478,750	Single Family
Phase 9	2017	$5,000,000	Commecial
Totals		$53,000,000	Commercial
	150	$11,250,000	Multi-Family
	175	$26,374,500	Single Family

Assumptions	Captured Value	$	90,624,500	
	Growth Factor		3.00%	
	Collection Rate		97.50%	
	Estimated Total TIF Revenues	$	21,564,946	
	Estimated TIF Life		25	Years

2008 Assessed Value of Zone Properties	$39,564,445	
2008 City of Alamo Assessment Grand Total	$ 461,723,603	
Per Cent of Assessed Taxable in Zone	9%	
Per Cent Residential Value in Zone	8.03%	

Projected Value of New Tax Increment

The estimates of new tax increment are based upon the development schedule.

Year	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Phase 9	Total
2008	9,500,000									9,500,000
2009		7,317,500								7,317,500
2010			13,983,000							13,983,000
2011				9,723,750						9,723,750
2012					20,461,000					20,461,000
2013						8,446,500				8,446,500
2014							7,714,000			7,714,000
2015								8,478,750		8,478,750
2016									5,000,000	5,000,000
2017										0
2018										
	9,500,000	7,317,500	13,983,000	9,723,750	20,461,000	8,446,500	7,714,000	8,478,750	5,000,000	90,624,500

[This Page 18 of the PROJECT PLAN DATED FEBRUARY 13, 2009, which is attached as EXHIBIT A to INTERLOCAL AGREEMENT MADE AND EXECUTED MARCH 16, 2010, AMONG THE CITY OF ALAMO, HIDALGO COUNTY AND REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS, is intentionally left blank.]

Schedule of Projected Income From Value of New Tax Increment

Alamo - TIF Reinvestment Zone

Projected Tax Increment Revenue

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 Alamo: Captured Taxable Value	City of Alamo: Tax Rate Contribution	City of Alamo: Tax Increments	Hidalgo County: Captured Taxable Value	Hidalgo County: Tax Rate Contribution	Hidalgo County: Tax Increments	Combined TIF Collections	Fiscal Year Ending
2008	39,564,445		39,564,445		-	0.592850		-	0.512700			2008
2009	39,564,445	9,500,000	49,064,445	9,500,000	9,500,000	0.592850		9,500,000	0.512700			2009
2010	49,064,445	7,317,580	56,601,470	17,037,025	17,037,025	0.592850	54,913	17,037,025	0.512700	47,489	102,402	2010
2011	56,601,470	13,983,000	71,003,960	31,439,515	31,439,515	0.592850	98,479	31,439,515	0.512700	85,165	183,644	2011
2012	71,003,960	9,723,750	81,019,423	41,454,978	41,454,978	0.592850	181,729	41,454,978	0.512700	157,161	338,890	2012
2013	81,019,423	20,461,000	89,719,318	50,154,873	50,154,873	0.592850	239,622	50,154,873	0.512700	207,226	446,848	2013
2014	89,719,318	8,446,500	97,664,738	58,100,293	58,100,293	0.592850	289,910	58,100,293	0.512700	250,715	540,625	2014
2015	97,664,738	7,714,000	106,397,850	66,833,405	66,833,405	0.592850	335,836	66,833,405	0.512700	290,433	626,270	2015
2016	106,397,850	8,478,750	111,547,850	71,983,405	71,983,405	0.592850	386,316	71,983,405	0.512700	334,088	720,405	2016
2017	111,547,850	5,000,000	116,697,850	77,133,405	77,133,405	0.592850	416,085	77,133,405	0.512700	359,832	775,917	2017
2018	116,697,850	-	116,697,850	77,133,405	77,133,405	0.592850	445,853	77,133,405	0.512700	385,576	831,430	2018
2019	116,697,850		120,198,786	80,634,341	80,634,341	0.592850	445,853	80,634,341	0.512700	385,576	831,430	2019
2020	120,198,786		123,804,749	84,240,304	84,240,304	0.592850	466,090	84,240,304	0.512700	403,077	869,167	2020
2021	123,804,749		127,518,892	87,954,447	87,954,447	0.592850	486,933	87,954,447	0.512700	421,103	908,036	2021
2022	127,518,892		131,344,458	91,780,013	91,780,013	0.592850	508,402	91,780,013	0.512700	439,669	948,071	2022
2023	131,344,458		135,284,792	95,720,347	95,720,347	0.592850	530,515	95,720,347	0.512700	458,792	989,307	2023
2024	135,284,792		139,343,336	99,778,891	99,778,891	0.592850	553,291	99,778,891	0.512700	478,489	1,031,780	2024
2025	139,343,336		143,523,636	103,959,191	103,959,191	0.592850	576,751	103,959,191	0.512700	498,777	1,075,528	2025
2026	143,523,636		147,829,345	108,264,900	108,264,900	0.592850	600,914	108,264,900	0.512700	519,674	1,120,588	2026
2027	147,829,345		152,264,225	112,699,780	112,699,780	0.592850	625,802	112,699,780	0.512700	541,197	1,167,000	2027
2028	152,264,225		156,832,152	117,267,707	117,267,707	0.592850	651,437	117,267,707	0.512700	563,366	1,214,804	2028
2029	156,832,152		161,537,117	121,972,672	121,972,672	0.592850	677,841	121,972,672	0.512700	586,201	1,264,042	2029
2030	161,537,117		166,383,230	126,818,785	126,818,785	0.592850	705,037	126,818,785	0.512700	609,720	1,314,757	2030
2031	166,383,230		171,374,727	131,810,282	131,810,282	0.592850	733,049	131,810,282	0.512700	633,945	1,366,994	2031
2032	171,374,727		176,515,969	136,951,524	136,951,524	0.592850	761,901	136,951,524	0.512700	658,897	1,420,798	2032
							791,619			684,597	1,476,216	
		$ 90,624,500					$11,564,179			$ 10,000,767		
	Annual Growth Factors Years		2008-2009	0.00%	Participation Level		100%	Participation Level		100%	21,564,946	
	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%	$ 21,564,946	

The City of Alamo will generate 53.3 percent of the estimated Zone revenue, the County will generate 46.7 percent of the projected Zone revenue.

Schedule of Projected Income From Value of New Tax Increment Continued:

Alamo - TIF REINVESTMENT ZONE

Fiscal Year Ending	TIF Revenue	Cumulative TIF Revenues
2008		
2009		
2010	102,402	102,402
2011	183,644	286,046
2012	338,890	624,936
2013	446,848	1,071,784
2014	540,625	1,612,409
2015	626,270	2,238,678
2016	720,405	2,959,083
2017	775,917	3,735,000
2018	831,430	4,566,430
2019	831,430	5,397,859
2020	869,167	6,267,026
2021	908,036	7,175,062
2022	948,071	8,123,133
2023	989,307	9,112,440
2024	1,031,780	10,144,220
2025	1,075,528	11,219,748
2026	1,120,588	12,340,336
2027	1,167,000	13,507,335
2028	1,214,804	14,722,139
2029	1,264,042	15,986,181
2030	1,314,757	17,300,938
2031	1,366,994	18,667,932
2032	1,420,798	20,088,730
	1,476,216	21,564,946
	$ 21,564,946	

Project Budget

Begin Construction		2010
Construction Complete		2032
Drainage	$	2,500,000
Right of Way Acquisition	$	5,000,000
Water Rights Acquisition	$	3,000,000
Wastewater Treatment Plant Expansion	$	15,000,000
Wastewater Collection System Improvements	$	2,000,000
Street Reconstruction	$	5,000,000
Economic Development Incentives	$	5,000,000
Matching Funds for State and Federal Grants	$	5,000,000
Municipal Facilities Acquisition/Construction	$	5,000,000
Utility Relocation	$	5,000,000
Parks Including Soccer Fields	$	2,500,000
Administrative Expense	$	25,000
Total Costs	$	55,025,000

The inter-local agreement by and between the City, County and Zone include administrative costs in the amount of $25,000.00 payable to the County

Financial Feasibility

Based upon a set of conservative assumptions and analysis of the project-financing plan, the City of Alamo has concluded that the plan is feasible.

Conclusions

Based upon a set of conservative assumptions and analysis of the City of Alamo Tax Increment Reinvestment Zone District Project Plan and Reinvestment Zone Financing Plan, The City of Alamo TIRZ has concluded that the City of Alamo TIRZ District Project Plan and Reinvestment Zone Financing Plan is feasible.

The success of the City of Alamo 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 Alamo and Western Hidalgo County and will serve to stabilize and enhance future property values.

Board of Directors of Tax Increment Reinvestment Zone Number One, City of Alamo

1.	**Charlie Wilmoth**	**Chairman**
2.	**Commissioner Sylvia Handy**	**Hidalgo County**
23.	**Mary Solis**	**City of Alamo**
24.	**Jaime Sandoval**	**City of Alamo**
25.	**Olga Baldazo**	**City of Alamo**

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	Pages 9-10
3. Description of Zone Property	Exhibit A
4. Project Feasibility	Page 12
5. Proposed zoning changes	Page 8
6. Estimated non-project costs	Page 13
7. Relocation plan for current residents	Page 14
8. Administrative Costs	Page 21

Financing Plan

1. Detailed estimate of project costs.	Page 21
2. Proposed public improvements	Page 21
3. Project Timeline	Page 14
4. Estimated amount of bonded indebtedness	Page 13
5. Time when costs/obligations will be incurred	2010 - 2032
6. Methods of financing, sources of Revenue	Pages 16-17
7. Current total appraised value.	Pages 16-17
8. Estimated captured appraised value	Page 19
9. Duration of Zone	Page 16

EXHIBIT B

TO INTERLOCAL AGREEMENT MADE AND EXECUTED MARCH 16, 2010,

AMONG THE

CITY OF ALAMO,

HIDALGO COUNTY AND

REINVESTMENT ZONE NUMBER ONE, CITY OF ALAMO, TEXAS

CITY OF ALAMO ORDINANCE 29-12-08

(Consisting of 4 pages including this cover page)

ORDINANCE 29-12-08

DESIGNATING AN AREA KNOWN AS THE CITY OF ALAMO 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 ALAMO; AND ESTABLISHING A TAX INCREMENT FUND

WHEREAS, the City Council (the "Council") of the City of ALAMO, 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 through resolution # 06-07-08 on June 3, 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 Improvements, (ii) Wastewater Treatment Capacity and Sewer Collection, (iii) Water Treatment Capacity and Distribution Improvements, (iv) Drainage Improvements, (v) New Municipal Facilities, (vi) Right-of-Way Acquisition, (vii) Utility Relocation, (vii) Park Facilities, (viii) Economic Development, (ix) and Water Rights Acquisition; and

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 2, 2008 at 7:30 p.m. in the City Council 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 COUNCIL OF THE CITY OF ALAMO:

SECTION 1. DESIGNATING THE AREA AS A REINVESTMENT ZONE. The area described in Section 2. below and more commonly referred to as the "ALAMO 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 an ALAMO County Appraisal District Map with the parcels, area and boundaries of the Zone outlined in red.

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 Council. 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.

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 2, 2008 and continue till its termination date of December 31, 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 are 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 ALAMO, 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, 2008, 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 ALAMO, 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:

2. 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 ALAMO, 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 ALAMO;
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 ALAMO County and the School Districts of Valley View and ALAMO 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

CONSIDERED, PASSED AND APPROVED on this the 16th of December 2008 at a regular meeting of the Board of Commissioners of the City of Alamo, Texas at which a quorum was present and which was held in accordance with Article 6252-17.

Signed this the 16th day of December 2008.

CITY OF ALAMO, TEXAS

By: _____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

APPROVED AS TO FORM:

_____
Ramirez & Guerrero, L.L.P. City Attorney

AI-43062 **Budget and Management 8. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Damaris San Miguel Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Telephone & Internet Sweep (1100): Approval to transfer General Fund lapsed telephone and internet funds from various departments to the I.T. Countywide - Telephone account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: various

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

BUDGETARY IMPACT:

Funds available as of 2/14/2014.

Attachments

Sweep - Obj 531 & 534

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	02/12/2014 08:34 AM
Budget & Management	Debbie Tamez	02/12/2014 03:20 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Merlen P. Munoz Started On: 02/06/2014 01:08 PM

Final Approval Date: 02/14/2014

Hidalgo County

Department of Budget & Management

SWEEP, OBJ. 531& 534
AS OF FRIDAY FEBRUARY 14, 2014

Account Number	Account Name	2014 Projected Expenditures Feb. - Dec. 2014	YTD Encumbrances as of 2.14.14	2014 Funds Available as of 2.14.14	Estimated lapsed amount (Obj. Code 531 & 534)
4-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	$632.00	$0.00	$1,227.70	(595.70)
4-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	$492.00	$0.00	$658.00	(166.00)
4-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	$3,000.00	$0.00	$3,144.70	(144.70)
4-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	$706.00	$0.00	$692.81	13.19
4-1100-412-00-055-001-0-531	CHILD PROTECTION CRT-TELEPHONE	$588.00	$0.00	$339.00	249.00
4-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	$564.00	$0.00	$1,200.00	(636.00)
4-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	$924.00	$0.00	$1,826.00	(902.00)
4-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	$564.00	$0.00	$3,535.00	(2,971.00)
4-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	$492.00	$0.00	$234.75	257.25
4-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	$636.00	$0.00	$409.00	227.00
4-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	$912.00	$0.00	$971.00	(59.00)
4-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	$1,188.00	$0.00	$1,662.00	(474.00)
4-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	$1,597.00	$0.00	$1,664.00	(67.00)
4-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	$16,551.00	$0.00	$9,760.00	6,791.00
4-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	$5,256.00	$0.00	$3,410.00	1,846.00
4-1100-412-30-085-003-0-531	PUBLIC DEFENDER-TELEPHONE	$1,332.00	$0.00	$895.00	437.00
4-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	$2,270.00	$0.00	$784.00	1,486.00
4-1100-413-00-125-001-0-531	EXECUTIVE OFFICE	$420.00	$0.00	$0.00	420.00
4-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	$4,837.00	$0.00	$4,664.00	173.00
4-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	$1,896.00	$0.00	$7,935.28	(6,039.28)
4-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	$2,796.00	$0.00	$795.00	2,001.00
4-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	$10,635.00	$0.00	$30,182.00	(19,547.00)
4-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	$1,200.00	$0.00	$720.00	480.00
4-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	$2,629.00	$0.00	$3,103.00	(474.00)
4-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	$7,927.00	$0.00	$5,730.00	2,197.00
4-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	$1,200.00	$0.00	$718.00	482.00
4-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	$1,821.00	$0.00	$860.00	961.00
4-1100-419-40-220-001-0-531	FACILITIES MGMT-TELEPHONE	$10,512.00	$0.00	$8,185.00	2,327.00
4-1100-419-50-125-003-0-531	DBM-SAFETY DIV-TELEPHONE	$1,332.00	$0.00	$1,166.00	166.00
4-1100-421-00-125-011-0-531	TX DPS-TELEPHONE	$1,116.00	$0.00	$2,095.00	(979.00)
4-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	$1,260.00	$0.00	$2,217.00	(957.00)
4-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	$1,056.00	$0.00	$1,214.00	(158.00)
4-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	$912.00	$0.00	$2,208.00	(1,296.00)
4-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	$1,260.00	$0.00	$736.00	524.00
4-1100-422-10-300-001-0-531	EMERG SRVS-FM-TELEPHONE	$902.00	$0.00	$933.00	(31.00)
4-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	$18,040.00	$0.00	$18,612.00	(572.00)
4-1100-432-00-123-001-0-531	PCT3 SANITATION-TELEPHONE	$1,120.36	$0.00	$1,088.19	32.17
4-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	$492.00	$0.00	$152.00	340.00
4-1100-452-00-121-013-0-531	PCT1 PARKS-TELEPHONE	$9,904.00	$0.00	$6,796.00	3,108.00
4-1100-452-00-122-008-0-531	PCT2 PARKS-TELEPHONE	$384.00	$0.00	$374.00	10.00
4-1100-452-00-123-008-0-531	PCT3 PARKS-TELEPHONE	$853.00	$0.00	$784.81	68.19
4-1100-461-00-380-001-0-531	TX AGRILIFE EXT-TELEPHONE	$5,745.00	$0.00	$4,016.00	1,729.00
4-1100-466-00-121-050-0-531	PCT1 CRC-TELEPHONE	$465.00	$0.00	$1,100.00	(635.00)
4-1100-429-00-110-075-0-531	EMERGENCY MGMT-TELEPHONE	$0.00	$0.00	$240.00	(240.00)
4-1100-412-00-080-002-0-534	CRIM DA-INTERNET	$0.00	$0.00	$303.47	(303.47)

Hidalgo County

Department of Budget & Management

SWEEP, OBJ. 531 & 534
AS OF FRIDAY FEBRUARY 14, 2014

Account Number	Account Name	2014 Projected Expenditures Feb. - Dec. 2014	YTD Encumbrances as of 2.14.14	2014 Funds Available as of 2.14.14	Estimated lapsed amount (Obj. Code 531 & 534)
4-1100-415-15-140-001-0-534	TAX OFF-INTERNET	$0.00	$0.00	$1,509.11	(1,509.11)
4-1100-423-00-320-034-0-534	ALT INCARCERATION PRG-INTERNET	$880.34	$880.34	$640.00	(640.00)
4-1100-415-00-200-002-0-534	IT COUNTYWIDE-INTERNET	$158,078.61	$0.00	$193,960.61	(13,737.54)
		$287,377.31	**$880.34**	**$335,450.43**	**($26,809.00)**

4-1100-415-00-200-002-0-531 I.T. Co. Wide - Telephone **26,809.00**

Total **0.00**

REASON: To sweep lapsed Telephone (obj. 531) & Internet (obj. 534) from various departments to the I.T. Co. Wide - Telephone account

AI-43193 **Purchasing Department 9. A.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Comm. J. Palacios, Pct. #4 Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Precinct 4 Administration:

Requesting authority to enter into a 12-month renewal copier service agreement - scan and authority to execute required agreement for the following with Copy Graphics, Inc.;

Requisition	Model	Serial	Yearly	Effective	Account Number
251349	Ricoh AF-2020	K8266840016	$440.00	1/26/2014-1/25/2015	4-1200-431-00-124-007-0-432

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-124-007-0-432

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Agreement

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2014 02:52 PM
Budget & Management	Debbie Tamez	02/14/2014 02:53 PM
Glinda Pacheco	Glinda Pacheco	02/14/2014 03:52 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Matilde Faz Started On: 02/14/2014 10:12 AM

Final Approval Date: 02/14/2014

Requisition

Req # 00251349

PO #

Date: 02/04/14

Consent #43193 3/4/14

Bill To: x
x

Vendor : 78174

COPY GRAPHICS, INC
221 NORTH 10TH STREET
MCALLEN TX 78501
FAX (956)630-2628

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: VLopez
956-383-3112

Contract No:

Special Instructions:
Pct. 4 Req # 116

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		To be located at: Admin Office 1051 N. Doolittle Rd.		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM Model: Ricoh AF-2020 DigitalCopier Serial # K8266840016	440.00	440.00
		Total Service Plan for One Year or 20,000 Copies Which Ever Comes First, and Covers All Parts and Labor, Mileage and Supplies (Toner, Drum Not To Exceed 3 Per Contract Period): Excludes paper, overage billed @ 0.22 per copy		
		Account No	Encumbrance	
		4-1200-431-00-124-007-0-432	440.00	
			Freight	.00
			Total	440.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

251349

ORIGINAL

K8266840016-07

copy graphics

www.copyg.com

221 North Tenth St • McAllen, Texas 78501

Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co. Precinct #4 Cust# 3289

Physical Address 1051 N. Doolittle Rd Billing Address (same)

City/State/Zip Edinburg, TX 78542 City/State/Zip

Phone/Fax 956-383-3112 / 956-381-5905 Phone/Fax /

EQUIPMENT COVERED

Model: Ricoh AF-2020 Options: SN: K8266840016

Starting Meters: Copy/Print Clicks: 92,323 Scan:

Rate: $ 440.00 for 20,000 clicks. Overage Rate: $.022 per click.

All scans will be charged at $.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from 01/26/2014 to 01/25/2015 or clicks specified.

Contract to be billed: ☒ Yearly ☐ Quarterly ☐ Monthly ☐ Included in Lease

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral represent ations by any party shall be binding upon Copy Graphics, Inc. P rices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.**

SIGN HERE

Authorized Signature — Title: County Judge

Hon. Ramon Garcia

Print Name

Ana Escobar

Copy Graphics, Inc. Representative — Date: 1/30/14

DIGITAL TOTAL TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 1/26/14 and ending on 1/25/15 unless earlier terminated as herein provided. Customer may terminate agreement without cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer and toner, not to exceed 3 per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

INITIAL HERE

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Islas'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Maty.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Faz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281

Perla Lopez

From: Yvette Islas [yvette.islas@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:43 PM
To: perla.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Importance: High

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:38 PM
To: 'Yvette Islas'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Yvette:
Good Job.....This is for you though.

Have a good weekend.

Vangie Y. Garcia. Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 4:32 PM
To: 'Evangelina Garcia'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

What a way to end the week. Good for you.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Friday, June 01, 2012 4:14 PM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, June 01, 2012 3:42 PM
To: 'Steve Crain'
Cc: 'Evangelina Garcia'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

AI-43110 **Purchasing Department 9. B.**

CC CONSENT

Meeting Date: 02/18/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2

Acceptance and approval of payment for Invoice #2013-126Rev in the amount of $2,747.62 submitted by contracted architect, ERO Architects in connection with, "Pct. 2 Equipment & Maintenance Facility "C-13-096-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-122-053-739/720

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

BUDGETARY IMPACT:

Funding available through PO#701374 in the amount of $ 2,747.62.

739 --> $247.29
720 --> $ 2,500.33

Attachments

Invoice #20136-126Rev

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/14/2014 02:23 PM
Budget & Management	Debbie Tamez	02/14/2014 02:27 PM
Obdett Calzada	Obdett Calzada	02/14/2014 03:18 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Carlos Jasso Started On: 02/10/2014 09:28 AM

Final Approval Date: 02/14/2014

ero architects
Tel.#956-661-0400 Fax#956-661-0401
300 S. 8th Street

HIDALGO COUNTY
PRECINCT NO. 2
2014 FEB 10 AM 8 34

Invoice

Date	Invoice #
01/8/2013	2013-126Rev

Bill To
Mr. Hector "Tito" Palacios Hidalgo County Pct 2 300 West Hall Acres, Ste. G Pharr, TX 78577

P.O. No.	Terms	Due Date	Project
	Net 30	12/8/2013	13012-Pct 2 New Vehicle Maint Facility

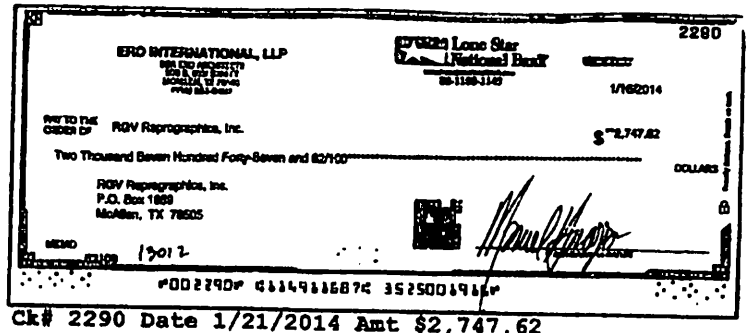
Reimbursables - Printing of Bidding Sets

Description	Amount
RGV Reprographics, Inc. Invoice#101123	2,747.62

Total $2,747.62

INVOICE RECEIVED BY: Elizabeth Casas ON 2/10/14
GOODS/SERVICES RECEIVED BY: Hector "Tito" Palacios ON Nov 8, 13

PO # 70374
3-1342-431-00-122-053-0-139720
Req # 239750


ERD INTERNATIONAL, LLP

Lone Star National Bank

2290

1/16/2014

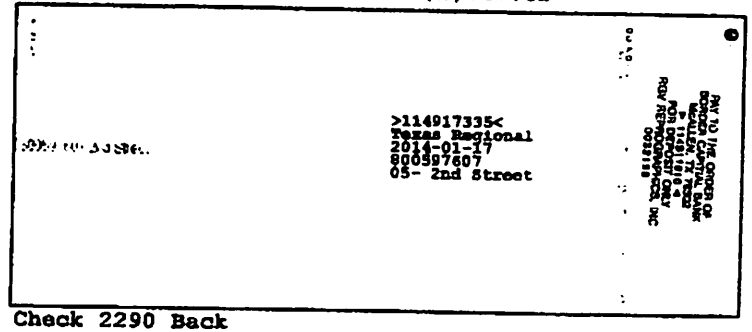
PAY TO THE ORDER OF RGV Reprographics, Inc. $ 2,747.62

Two Thousand Seven Hundred Forty-Seven and 62/100 DOLLARS

RGV Reprographics, Inc.
P.O. Box 1669
McAllen, TX 78505

MEMO 19012

Ck# 2290 Date 1/21/2014 Amt $2,747.62


>114917335<
Regional
2014-01-17
800597607
05- 2nd Street

PAY TO THE ORDER OF
BORDER CAPITAL BANK
MCALLEN, TX 78503
FOR DEPOSIT ONLY
RGV REPROGRAPHICS, INC

Check 2290 Back

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

INVOICE

Invoice Number: 101123
Invoice Date: Nov 1, 2013
Page: 1

Bill To:	Ship to:
ERO International, L.L.P. 300 S. 8th Street McAllen, TX 78501 USA	JOB NUMBER REQUIRED 300 S. 8th Street McAllen, TX 78501 USA

Customer ID	Customer PO	Payment Terms	
ERO		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
NOE - Sales Rep	McA May		12/1/13

Quantity	Item	Description	Unit Price	Amount
378.00	3200E-01	63 originals 3 sets 11x17	0.11	41.58
3.00	2543-01	BINDING -WIDE FORMAT	1.00	3.00
9,450.00	3200E-01	63 originals 25 sets 22x34	0.11	1,039.50
25.00	2543-01	BINDING -WIDE FORMAT	1.00	25.00
12,312.00	2500A-01	684 originals 18 sets 8.5x11	0.07	861.84
6,840.00	2500A-03	684 originals 10 sets 8.5x11	0.07	478.80
28.00	2542-01	BINDING -SPECS	2.00	56.00
1.00	9915-01	DELIVERY CHARGE Zone 1	2.50	2.50
6.00	PACKAGING	Packaging for overnight shipm	5.00	30.00
		Hidalgo County Precinct No.2 Equipment & Maintenance Invoice # 101123 Description 13012 GL # Amount 2747.62 Due Date 12/01/13 Approval		

Subtotal	2,538.22
Sales Tax	209.40
Total Invoice Amount	2,747.62
Payment/Credit Applied	
TOTAL	**2,747.62**

Check/Credit Memo No:

AI-42906 **Purchasing Department 9. C.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. P. Villarreal, Jr.-HCTAC Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office-Edinburg:

Requesting authority to purchase a renewal software maintenance through our membership/participation with GSA awarded vendor Ultrabac Software contract #GS-35F-0243K with the company's response as to acceptance of purchase order only with (County's terms & conditions), no document required, through requisition #248880 in the amount of $980.00/year, effective 2/2014-1/30/2015- Acct. #4-1100-415-15-140-001-0-336.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 248880 as of 2-13-14 $980.00 for ULTRABAC SOFTWARE.

Attachments

Requisition

Quote

HC PO T&C acceptance

Web price verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/13/2014 03:38 PM
Budget & Management	Debbie Tamez	02/13/2014 03:42 PM
Manuel Chapa	Manuel Chapa	02/13/2014 05:03 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Matilde Faz Started On: 01/29/2014 03:00 PM

Final Approval Date: 02/14/2014

Requisition

Req # 00248880

PO #

Date: 01/02/14

Consent #42906 2/25/14

Bill To: x
x

Vendor : 349526
ULTRABAC SOFTWARE
15015 MAIN ST, STE 200
BELLEVUE WA 98007-5229

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-29

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		NEEDS C.C. APPROVAL		
		DO NOT DUPLICATE ORDER		
4.00	EACH	CO AM-LFA-R ANNUAL MAINTENANCE RENEWAL LOCKED FILE BACKUP SERVER AGENT GSA SCHEDULE CONTRACT ID# GS-35F-0243K GSA CONTRACT EXPRES ON 2/3/2015 FEDERAL ID # 91-117-8250 ULTRABAC LICENSE SERVER(S) IMAGESERVER, TAXSERVER v9.2	59.50	238.00
4.00	EACH	CO AM-RLSA-R ANNUAL MAINTENANCE RENEWAL REMOTE/LOCAL SERVER AGENT	24.50	98.00
4.00	EACH	CO AM-SG-R ANNUAL MAINTENACE RENWEAL UBDR GOLD SERVER SYSTEM RECOVERY	161.00	644.00
.00	EACH	CO CURRENT COVERAGE EXPIRES: 1/30/2014 MAINTENANCE RENEWAL VALID THROUGH 1/30/2015	.00	.00
		Account No	Encumbrance	
		4-1100-415-15-140-001-0-336	980.00	
			Freight	.00
			Total	980.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ULTRABAC SOFTWARE

15015 Main Street, Suite 200 - Bellevue, WA 98007 -
Corporate Office: (866) 554-8562 - Fax: (425) 644-8222 - 2nd Fax: (425) 274-8137
Email: maint@ultrabac.com

INVOICE

Date	Invoice #
01/15/14	10014-210R

Customer: County of Hidalgo - Tax Office
Fernando Cantu
2804 US Hwy 281
Edinburg, TX 78539

Phone: (956)289-7457
Fax: (956)318-2733
Email: fernando.cantu@taxoffice.co.hidalgo.tx.us

SOFTWARE MAINTENANCE RENEWAL
Support Services + Update Protection - 1 Year

Customer #	Terms	UltraBac Contact
C27100059	See Below	Dianna Baxter

Qty	SKU	Description	Unit Price	Ext. Price
4	AM-LFA-R	Annual Maintenance Renewal Locked File Backup Server Agent	$59.50	$238.00
4	AM-RLSA-R	Annual Maintenance Renewal Remote/Local Server Agent	$24.50	$98.00
4	AM-SG-R	Annual Maintenance Renewal UBDR Gold Server System Recovery	$161.00	$644.00
		SubTotal		$980.00
		GSA Schedule Contract ID # GS-35F-0243K **GSA Contract Expires on 2/3/2015** **Federal ID # 91-117-8250**		

UltraBac License Server(s):

IMAGESERVER, TAXSERVER v9.2

SubTotal	$980.00
Sales Tax	$0.00
Total	**$980.00**

Current Coverage Expires: 1/30/2014
Maintenance Renewal valid through:1/30/2015

Terms & Conditions:
-A Maintenance reinstatement fee of $50 or 10% will apply after 02/28/2014.
-Maintenance coverage can not be renewed after 06/30/2014.
-Payable in USD

ORDER ACCEPTANCE:

Authorized Signature

PO Number

Credit Card Number

Print Name | Date

Name on Card

Credit Card Expiry Date

Advisory note: all active licenses and agents at the time of contract renewal require coverage in their entirety. Partial contract coverage is not available.

FW: ULTRABAC SOFTWARE

From: Maria Garcia

To: liza lopez

This is the response I received from UltraBac Software. Please call me with any questions. Thank you.

From: Dianna Baxter [redacted]
Sent: [redacted], 2013 4:29 PM
To: Maria Garcia
Subject: RE: ULTRABAC SOFTWARE

Hi Mary,
Yes, your PO will work just fine for us.
Thank you,

GSA eLibrary

GSA Federal Acquisition Service

Home | eBuy - quotes | GSA Advantage - online shopping | Help

Search: all the words Go

Search Results Summary

Search Criteria: **GS-35F-0243K**

Contractor/Manufacturer matches

Source	Description
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES - Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers. Contracts with the COOP PURC icon indicate that authorized state and local government entities may procure from that contract.

Contractors

BARRATT EDWARDS INTERNATIONAL CORPORATION [**GS-35F-0243K**]

GSA eLibrary

GSA Federal Acquisition Service

Home | eBuy - quotes | GSA Advantage - online shopping | Help

Search: all the words Go

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0243K
Contractor:	BARRATT EDWARDS INTERNATIONAL CORPORATION
Address:	15015 MN ST STE 200 BELLEVUE, WA 98007-5229
Phone:	(425)644-6000
E-Mail:	sales@ultrabac.com
Web Address:	http://www.ultrabac.com
DUNS:	062738521
NAICS:	443120

Socio-Economic : Small business
Veteran Owned Small business

EPLS : Contractor not found on the Excluded Parties List System

Govt. Point of Contact:
Kofi B. Amoa-Mensah
Phone: 703-605-3576
E-Mail: kofi.amoa-mensah@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0243K		Feb 3, 2015	132 33 132 34		

UB-SQA-3	SQL Agent (3) Pack	$976.50	60 Days	US	132-33
UB-TVA	TSM Device	$486.50	60 Days	US	132-33
UB-UCA	UltraCopy	$275.50	60 Days	US	132-33
UB-IXA	Primary Unix Agent	$275.50	60 Days	US	132-33
UB-IXA-A	Secondary Unix Agent	$66.50	60 Days	US	132-33
UB-VCA	VCB Agent	$346.50	60 Days	US	132-33

MFR Part Number	Product Description	GSA Price with IFF	Warranty	Country of Origin	SIN
AM-SS	Maintenance Single Server Edition	$126.00	1-Year	US	132-34
AM-EE	Maintenance Enterprise Edition	$220.50	1-Year	US	132-34
AM-LB	Maintenance Standard SBS Edition	$125.30	1-Year	US	132-34
AM-SB	Maintenance Premium SBS Edition	$160.30	1-Year	US	132-34
AM-SP	Maintenance UBDR Pro Server Edition	$140.00	1-Year	US	132-34
AM-SG	Maintenance UBDR Gold Server Edition	$161.00	1-Year	US	132-34
AM-SG-USB	Maintenance UBDR Gold Server Edition w/ Flash Drive	$161.00	1-Year	US	132-34
AM-LG	Maintenance UBDR Gold SBS Edition	$105.00	1-Year	US	132-34
AM-SGC	Maintenance UBDR Gold Workstation Edition	$45.50	1-Year	US	132-34
AM-SS-B	Maintenance Back Office Bundle	$420.00	1-Year	US	132-34
AM-EXA-B	Maintenance Exchange Bundle	$189.00	1-Year	US	132-34
AM-DP-B	Maintenance UBDR Pro Server Bundle	$213.50	1-Year	US	132-34
AM-EXA	Maintenance Exchange Agent	$94.50	1-Year	US	132-34
AM-EXA-3	Maintenance Exchange (3) Pack	$192.50	1-Year	US	132-34
AM-FTA	Maintenance FTP Device	$59.50	1-Year	US	132-34
AM-LFA	Maintenance Locked File Agent	$59.50	1-Year	US	132-34

AM-LFA-3	Maintenance Locked File Agent (3) Pack	$129.50	1-Year	US	132-34
AM-ALA	Maintenance Media Library Module	$59.50	1-Year	US	132-34
AM-ALA-A	Maintenance Media Library Module 3+ Drives	$125.30	1-Year	US	132-34
AM-NTA	Maintenance Netware Agent	$84.00	1-Year	US	132-34
AM-OLA	Maintenance Oracle Agent	$84.00	1-Year	US	132-34
AM-RLSA	Maintenance RLSA Agent	$24.50	1-Year	US	132-34
AM-RLSA-3	Maintenance RLSA Agent (3) Pack	$49.00	1-Year	US	132-34
AM-PTA	Maintenance SharePoint Agent	$70.00	1-Year	US	132-34
AM-SQA	Maintenance SQL Agent	$84.00	1-Year	US	132-34
AM-SQA-3	Maintenance SQL Agent (3) Pack	$168.00	1-Year	US	132-34
AM-TVA	Maintenance TSM Device	$168.00	1-Year	US	132-34
AM-UCA	Maintenance Ultra Copy	$70.00	1-Year	US	132-34
AM-IXA	Maintenance Primary Unix Agent	$66.50	1-Year	US	132-34
AM-IXA-A	Maintenance Secondary Unix Agent	$22.75	1-Year	US	132-34
AM-VCA	Maintenance VCB Agent	$91.00	1-Year	US	132-34

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software as a Service

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

- Large Scale Computers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
- Microcomputers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.
Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Barratt Edwards International Corporation dba UltraBac
15015 Main Street Suite 200, Bellevue, WA 98007
(425) 644-6000
www.ultrabac.com

Contract Number: **GS-35F-0243K**

Period Covered by Contract: **May 3rd, 2005 through May 4th, 2010**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO0009, dated 7/16.09.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

_____

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(425) 644-6000

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 06-273-8521
Block 30: Type of Contractor: B. Other Small Business

Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 91-1178250
Block 40: Veteran Owned Small Business (VOSB): B: Other Veteran Owned Small Business

4a. CAGE Code: 0SG63
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	1-3 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: None offered

b. Quantity: please see pricelist

c. Dollar Volume

d. Government Educational Institutions

e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such

certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

_____

_____

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.ultrabac.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in

an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO ERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

60 days warranty

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (425) 644-6000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 6:30PM EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ **1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)**

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X **2. Software Maintenance as a Service (SIN 132-34)**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (l0) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully

paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number l32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

AI-43185 **Purchasing Department 9. D.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. Lupe Trevino, HC Sheriff Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Change Order No. 1 for an extension of thirteen (13) additional days and no additional dollars to Contract No. C-13-258-10-15 with Herrera & Hunt, Inc. as reviewed/approved by the engineer of record, Halff Associates, Inc. for: Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment Project" with authority for County Judge, or Court Member to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1228-421-00-280-083-0-431

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

BUDGETARY IMPACT:

NO FISCAL IMPACT

PO# 700777

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-083-0-431

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

BUDGETARY IMPACT:

PO#700777

Attachments

Change Order No. 1 -Herrera & Hunt -SO 911-Motorola Equip Project

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/14/2014 02:38 PM
Budget & Management	Debbie Tamez	02/14/2014 02:39 PM
Glinda Pacheco	Glinda Pacheco	02/14/2014 03:58 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Moises Salazar Started On: 02/13/2014

Final Approval Date: 02/14/2014

CHANGE ORDER NUMBER ONE(1)

Project: Hidalgo County Sheriff Facility Modifications to Incorporate Motorola and 911 Equipment

DATE OF ISSUANCE: February 13, 2014 EFFECTIVE DATE: _____

OWNER: Hidalgo County
OWNER'S CONTRACT NO: ~~2013-258-09-25-MSS~~ C-13-258-10-15
CONTRACTOR: Herrera & Hunt, Inc.
PO Box 49
Alamo, TX 78516

ENGINEER: Halff Associates
Mr. Tom Dearmin
5000 W Military Hwy., Ste. 100
McAllen, TX 78503

You ar directed to make the following changes in the Contract Documents.

Description:
1. Additional days
2.
3.
4.
5.
6.

Reason for Change Order:
1. Inclement weather
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 259,498.00	Original Contract Time for 100 days Substantial Completion: 100 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 259,480.00	Contract Time prior to this Change Order 100 days Substantial Completion: 100 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 13 calendar days
Contract Price with all approved Change Orders $ 259,480.00 Net % increase(decrease)from original contract price 0%	Contract Time with all approved Change Orders Substantial Completion: 113 calendar days or dates

RECOMMENDED:
By: Thomas E. Oldham
Eniginеer (Authorized Signature)
Date: 2/13/14

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Dillard Herrera
Contractor (Authorized Signature)
Date: 2/13/14

Exhibit E-B

AI-43114 **Purchasing Department 9. E.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

1. Requesting approval of payment for Invoice # 3005-14 ($5,700.92) submitted by Mata-Garcia Architects, LLP, in connection to C-13-072-09-03 (PO# 700944) for Job Specific: The New Community Resource Center (CRC) Facility/Building in San Carlos, Texas located within Hidalgo County Precinct No. 4.

2. Requesting approval of payment for Invoice # 3006-14 ($2,527.97) submitted by Mata-Garcia ARchitects, LLP, in connection to C 13-119-10-02 (PO# 701993) for Job Specific: Linn-San Manuel Emergency Service Building located within Hidalgo County Precinct No. 4.

3. Requesting approval of payment for Invoice # 11324726 ($7,500.00) submitted by L&G Consulting Engineers Inc. in connection to C-11-234-09-13 (PO# 663995) for WA #1: FM1925 Project (from Kenyon Rd. to FM 907).

4. Requesting approval of payment for Invoice # 11324727 ($14,253.73) submitted by L&G Consulting Engineers Inc. in connection to C-12-126-10-16 (PO# 688820) for WA #1: 10th Street Extension Project.

5. Requesting approval of payment for Invoice # 11324721 ($17,144.20) submitted by L&G Consulting Engineers Inc. in connection to C-13-178-08-20 (PO# 696996) for WA#1: FM 2220 Ware Road Project (from Mile 3N to Mile 5N).

6. Requesting approval of payment for Invoice # 11324724 ($94,221.70) submitted by L&G Consulting Engineers Inc. in connection to C-12-126-10-16 (PO# 700265) for WA#2: 10th Street Extension Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-419-40-124-123-0-720

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

BUDGETARY IMPACT:

PO#700944

INVC#3005-14

FISCAL YEAR: 2014 ACCT. #: 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

PO#701993

INVC#3006-14

FISCAL YEAR: 2014 ACCT. #: 4-1341-431-00-124-076-0-841

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

BUDGETARY IMPACT:

PO#663995
INVC#11324726

FISCAL YEAR: 2014 ACCT. #: 4-1341-431-00-124-030-0-841/731/711

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

BUDGETARY IMPACT:

PO#688820
INVC#11324727

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00-124-135-0-841

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

BUDGETARY IMPACT:

PO#696996
INVC#11324721

FISCAL YEAR: 2014 ACCT. #: 4-1315-431-00-124-030-0-841/731

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

BUDGETARY IMPACT:

PO#700265
INVC#11324724

Attachments

Mata- Garcia 3005-14
Mata- Garcia 3006-14
Inv # 11324726
Inv # 11324727
Inv # 11324721
Inv # 11324724

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	02/12/2014 10:25 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 02:31 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Veronica Lopez Started On: 02/10/2014 11:49 AM

Final Approval Date: 02/14/2014

RECEIVED
FEB 10 2014
BY: VL

MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

Invoice for Architectural Services - REIMBURSABLE EXPENSES

Project: Hidalgo County Precinct 4
San Carlos Community Resource Center
Hwy 107 and Sunflower Road
San Carlos, Texas
Contract # C-13-072-09-03
PO # 700944

Owner: County of Hidalgo
1051 N. Doolittle
Edinburg, Texas 78542

Date: January 27,2014

Invoice No: 3005-14

Scope of Work	Amount	% Completed to Date	Total Due	Less previous payments	Amount Due this Request
REIMBURSABLE EXPENSES					
Additional Professional Liability Insurance 2013	$3,253.00	100%	$3,253.00	$3,253.00	$0.00
Additional Professional Liability Insurance 2014	$4,061.03	62%	$2,527.97	$0.00	$2,527.97
Anthony Covacevich Review and TDLR Filing Fee	$675.00	100%	$675.00	$0.00	$675.00
Printing RGV Reprographics Invoice 100940	$2,279.47	100%	$2,279.47	$0.00	$2,279.47
Printing RGV Reprographics Invoice 100954	$218.48	100%	$218.48	$0.00	$218.48
Total	$10,486.98		$8,953.92	$3,253.00	$5,700.92

INVOICE

Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

Customer	Mata-Garcia Architects LLP 2786
Date	12/23/2013
Customer Service	(201)262-1200
Page	1 of 1

Payment Information	
Invoice Summary	8,122.07
Payment Amount	
Payment for:	Invoice#24595
64203355-03	

Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen, TX 78501-4310

Thank You!

Please detach and return with payment.

Customer: Mata-Garcia Architects LLP

Invoice	Effective	Transaction	Description	Amount
24595	12/21/2013	Renew policy	Policy #64203355-03 12/21/2013-12/21/2014 AIG (Chartis) Errors & Omissions - Renew policy Specific Project Excess Limit Endorsement for the Hidalgo County Precinct 4 Project. Due Date: 12/21/2013	8,122.07

Total
8,122.07

Thank You

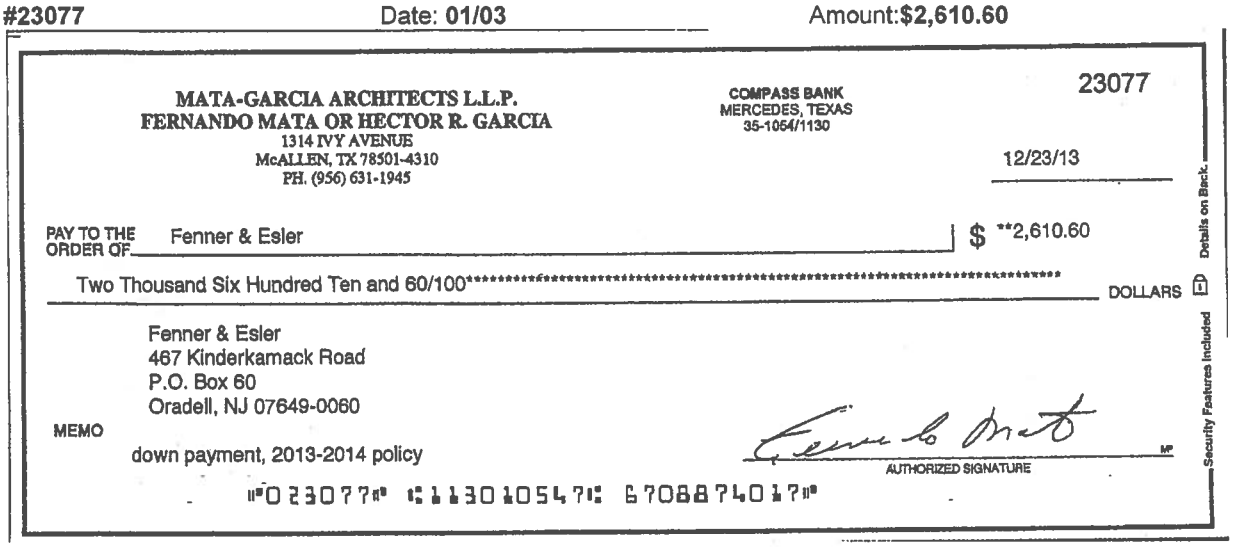
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell, NJ 07649-0060	(201)262-1200	**Date** 12/23/2013

Friday, Jan 24, 2014 01:12:20 p.m. CT

View Check Image

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#23077 Date: 01/03 Amount:$2,610.60



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23077

12/23/13

PAY TO THE ORDER OF Fenner & Esler $ **2,610.60

Two Thousand Six Hundred Ten and 60/100********** DOLLARS

Details on Back.

Security Features Included

Fenner & Esler
467 Kinderkamack Road
P.O. Box 60
Oradell, NJ 07649-0060

MEMO down payment, 2013-2014 policy

AUTHORIZED SIGNATURE

⑈023077⑈ ⑆113010547⑆ 670887401?⑈

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All other Account Questions and Support: 1-800-COMPASS (1-800-266-7277)

ACCOUNT NUMBER
900 - 4911
Refer to this number on all correspondence
CUSTOMER ID

BILLING STATEMENT

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

FIRST Insurance Funding Corp.
450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
Phone: (800) 837-2511 Fax: (800) 837-3709
www.firstinsurancefunding.com

NOTICE DATE
01/03/2014
INSTALLMENT DUE DATE
01/21/2014

Insured
00000035 1 SP 0480 2

MATA-GARCIA ARCHITECTS LLP
1314 IVY AVENUE
MCALLEN, TX 78501

Previous Account Balance	$	24,453.40
Payments/Adjustments	$	0.00
Late Charges/Fees	$	0.00
Current Account Balance	$	24,453.40
Past Due Amount	$	**0.00**
Current Installment Amount	$	2,445.34
Total Amount Due	$	**2,445.34**

Agent/Broker FENNER & ESLER
Phone:

Any Past Due Amount is due immediately.

Check your account online: Your username is "900-4911". Your password is "l45520B" unless you have changed it.

Pd
1/22/14 # 23064

- If you mail your payment please allow 7-10 days mailing time to ensure timely application of your payment.
- Failure to pay past due amounts and your current installment amount may result in cancellation of your insurance coverage.
- If you have any questions concerning your insurance coverage, or if changes to your policies are needed, please contact your agent or broker listed above.
- DIRECT DEBIT - If you are enrolled in Direct Debit, the Total Amount Due will be automatically deducted from your bank account on the Installment Due Date.
- You may pay online or by phone. Our contact information is listed at the top of this statement.
- **Overnight delivery payments ONLY may be sent to the address listed at the top of this statement. All other payments should be sent to the address listed on the Remittance Stub.**

Please visit our website to check your account, make a payment, change your address and view documents online!

www.firstinsurancefunding.com

Thank you for allowing us to be of service! We appreciate your business.

00010460

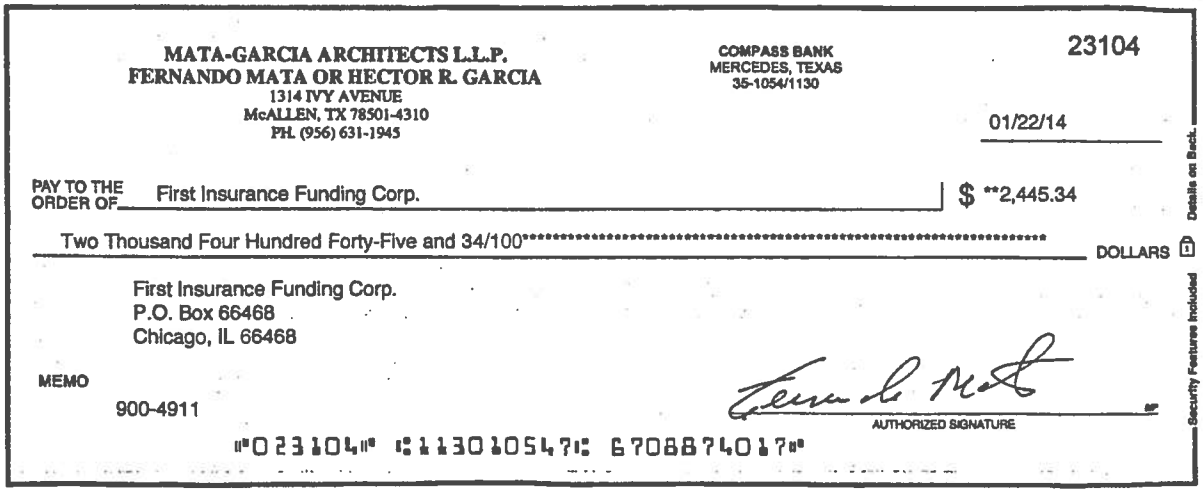
FIFCBILL0912

Thursday, Jan 30, 2014 12:53:40 p.m. CT

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#23104 Date: **01/30** Amount:**$2,445.34**



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23104

01/22/14

PAY TO THE ORDER OF First Insurance Funding Corp. $ **2,445.34

Two Thousand Four Hundred Forty-Five and 34/100********** DOLLARS

Details on Back.

First Insurance Funding Corp.
P.O. Box 66468
Chicago, IL 66468

MEMO 900-4911

AUTHORIZED SIGNATURE

Security Features Included

⑈023104⑈ ⑆113010547⑆ 670887401 7⑈

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Anthony Covacevich Consultant

401 Southgate Circle
Weslaco, TX 78596

Invoice

Date	Invoice #
12/5/2013	659

Bill To
Mata- Garcia Architects, LLP 1314 West Ivy Avenue McAllen, Tx 78501-4310

Description	Amount
Review of TAS Project # B4805501 Hidalgo Co. Pct.4 San Carlos Comm Center	500.00
TDLR Filing Fee	175.00

PAID

CK. NO. 23083
DATE 1/8/2014

Thank you for your business.

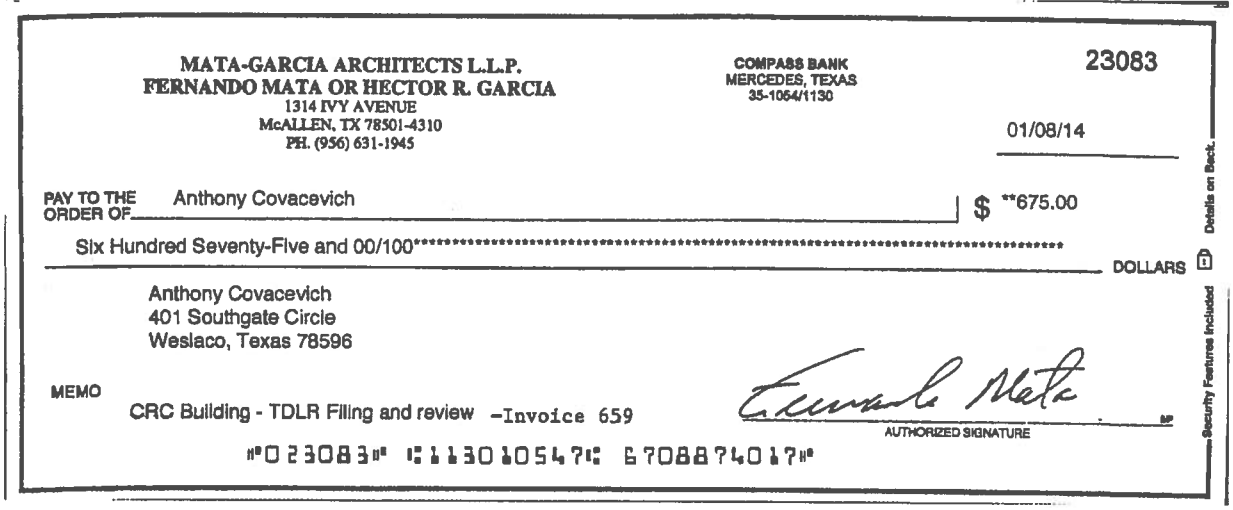
Total $675.00

Friday, Jan 24, 2014 01:16:19 p.m. CT

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#23083 Date: 01/14 Amount:$675.00



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1064/1130

23083

01/08/14

PAY TO THE ORDER OF Anthony Covacevich $ **675.00

Six Hundred Seventy-Five and 00/100********** DOLLARS

Anthony Covacevich
401 Southgate Circle
Weslaco, Texas 78596

MEMO CRC Building - TDLR Filing and review -Invoice 659

AUTHORIZED SIGNATURE

⑈023083⑈ ⑆113010547⑆ 670887401?⑈

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All other Account Questions and Support: 1-800-COMPASS (1-800-266-7277)

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

INVOICE

Invoice Number: 100940
Invoice Date: Oct 18, 2013
Page: 1

Bill To:
MATA - GARCIA ARCHITECTS, LLP 1314 Ivy Avenue McAllen, TX 78501 USA

Ship to:
ASK PO NUMBER 1314 Ivy Avenue McAllen, TX 78501 USA

Customer ID	Customer PO	Payment Terms	
MATA VIL		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	McAllen Vic		11/17/13

Quantity	Item	Description	Unit Price	Amount
10,200.00	3200F-01	68 original 25 each 24x36	0.09	867.00
25.00	2543-01	BINDING -WIDE FORMAT	1.00	25.00
13,775.00	2500A-01	551 original 25 each 8.5x11	0.05	688.75
25.00	2542-01	BINDING -SPECS	2.00	50.00
		Volume 1		
8,450.00	2500A-01	338 original 25 each 8.5x11	0.05	422.50
25.00	2542-01	BINDING -SPECS	2.00	50.00
		Volume 2		
1.00	9915-01	DELIVERY CHARGE Zone 1	2.50	2.50
		San Carlos Community Resource Center		
		Precinct #4		

PAID
CK. NO. 23124
DATE 1/23/14

Subtotal	2,105.75
Sales Tax	173.72
Total Invoice Amount	2,279.47
Payment/Credit Applied	
TOTAL	**2,279.47**

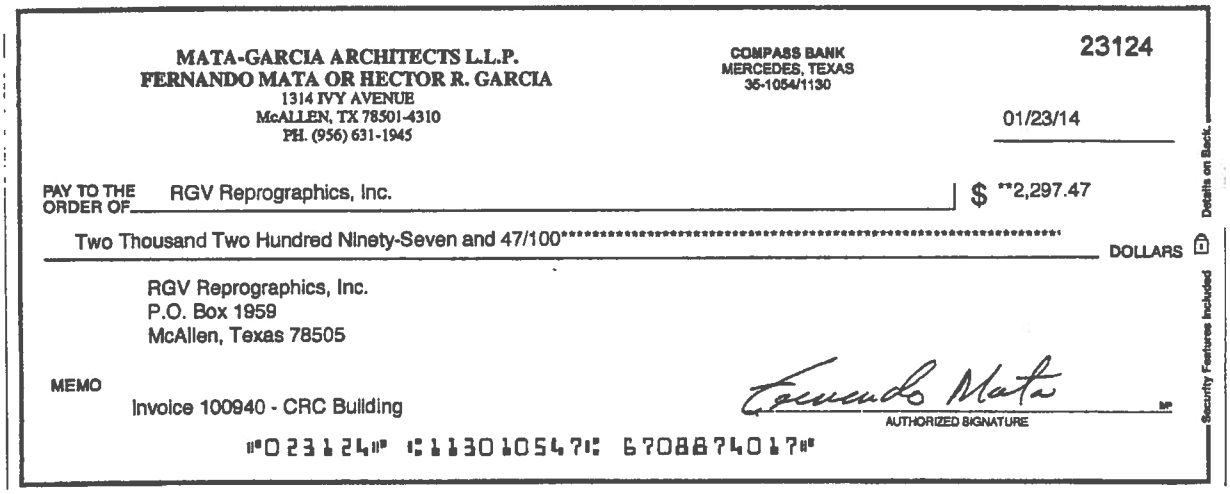
Check/Credit Memo No:

Monday, Jan 27, 2014 10:35:33 a.m. CT

View Check Image

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#23124 Date: 01/24 Amount:$2,297.47



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23124

01/23/14

PAY TO THE ORDER OF RGV Reprographics, Inc. $ **2,297.47

Two Thousand Two Hundred Ninety-Seven and 47/100********** DOLLARS

RGV Reprographics, Inc.
P.O. Box 1959
McAllen, Texas 78505

MEMO Invoice 100940 - CRC Building

Fernando Mata
AUTHORIZED SIGNATURE

⑈023124⑈ ⑆113010547⑆ 670887401 7⑈

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All other Account Questions and Support: 1-800-COMPASS (1-800-266-7277)

RGV Reprographics, Inc.
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

INVOICE

Invoice Number: 100954
Invoice Date: Oct 21, 2013
Page: 1

Bill To:
MATA - GARCIA ARCHITECTS, LLP 1314 Ivy Avenue McAllen, TX 78501 USA

Ship to:
ASK PO NUMBER 1314 Ivy Avenue McAllen, TX 78501 USA

Customer ID	Customer PO	Payment Terms	
MATA VIL		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	McA May		11/20/13

Quantity	Item	Description	Unit Price	Amount
551.00	3104-01	551 original 8.5x11 Scan	0.33	181.83
1.00	4781-01	CD DUPLICATION containing PDF San Carlos Community Resource Center Precinct #4	20.00	20.00

PAID
CK. NO. 23125
DATE 1/23/14

Subtotal	201.83
Sales Tax	16.65
Total Invoice Amount	218.48
Payment/Credit Applied	
TOTAL	**218.48**

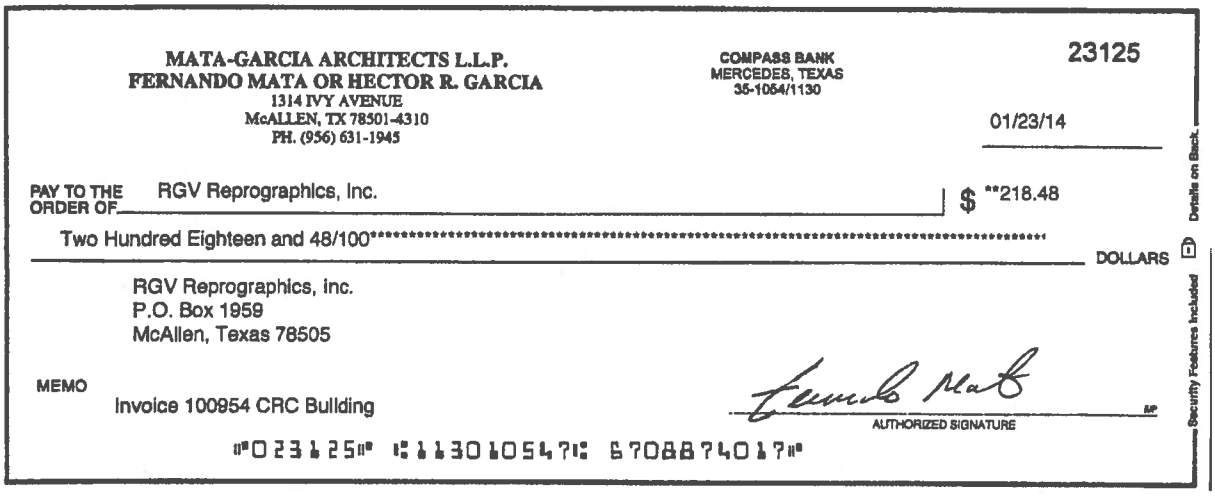
Check/Credit Memo No:

Monday, Jan 27, 2014 10:35:01 a.m. CT

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#23125 Date: 01/24 Amount:$218.48



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23125

01/23/14

PAY TO THE ORDER OF RGV Reprographics, Inc. $ **218.48

Two Hundred Eighteen and 48/100********** DOLLARS

Details on Back.

RGV Reprographics, Inc.
P.O. Box 1959
McAllen, Texas 78505

MEMO Invoice 100954 CRC Building

AUTHORIZED SIGNATURE

Security Features Included

⑈023125⑈ ⑆113010547⑆ 670887401?⑈

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MATA-GARCIA ARCHITECTS, L.L.P.
Architecture ~ Project Management ~ Interior Design

RECEIVED
JAN 31 2014
BY: VL

Invoice for Architectural Services - REIMBURSABLE EXPENSES

Project: Hidalgo County Precinct 4
Lin-San Manuel Emergency Services Building
Hidalgo County

Owner: County of Hidalgo
1051 N. Doolittle
Edinburg, Texas 78542

Contract # C-13-119-10-02
PO # 701993

Date: January 30,2014

Invoice No: 3006-14

Scope of Work	Amount	% Completed to Date	Total Due	Less previous payments	Amount Due this Request
REIMBURSABLE EXPENSES					
Additional Professional Liability Insurance 2013	$3,253.00	100%	$3,253.00	$3,253.00	$0.00
Additional Professional Liability Insurance 2014	$4,061.03	62%	$2,527.97	$0.00	$2,527.97
Total	$7,314.03		$5,780.97	$3,253.00	$2,527.97

5-1301 419-40-124-136-0-720
Pct. # 1278
Pur. Req. # 245104
P.O. # 701993

Invoice Received By: _____ on 1/31/14
Goods/Services Received By: _____ on _____

Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell, NJ 07649-0060

RECEIVED
JAN 31 2014
BY: ..VL..

INVOICE

Customer	Mata-Garcia Architects LLP 2786
Date	12/23/2013
Customer Service	(201)262-1200
Page	1 of 1

Payment Information	
Invoice Summary	8,122.07
Payment Amount	
Payment for:	Invoice#24595
64203355-03	

Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen, TX 78501-4310

Thank You

Please detach and return with payment

Customer: Mata-Garcia Architects LLP

Invoice	Effective	Transaction	Description	Amount
24595	12/21/2013	Renew policy	Policy #64203355-03 12/21/2013-12/21/2014 AIG (Chartis) Errors & Omissions - Renew policy Specific Project Excess Limit Endorsement for the Hidalgo County Precinct 4 Project. Due Date: 12/21/2013	8,122.07

Total
8,122.07

Thank You

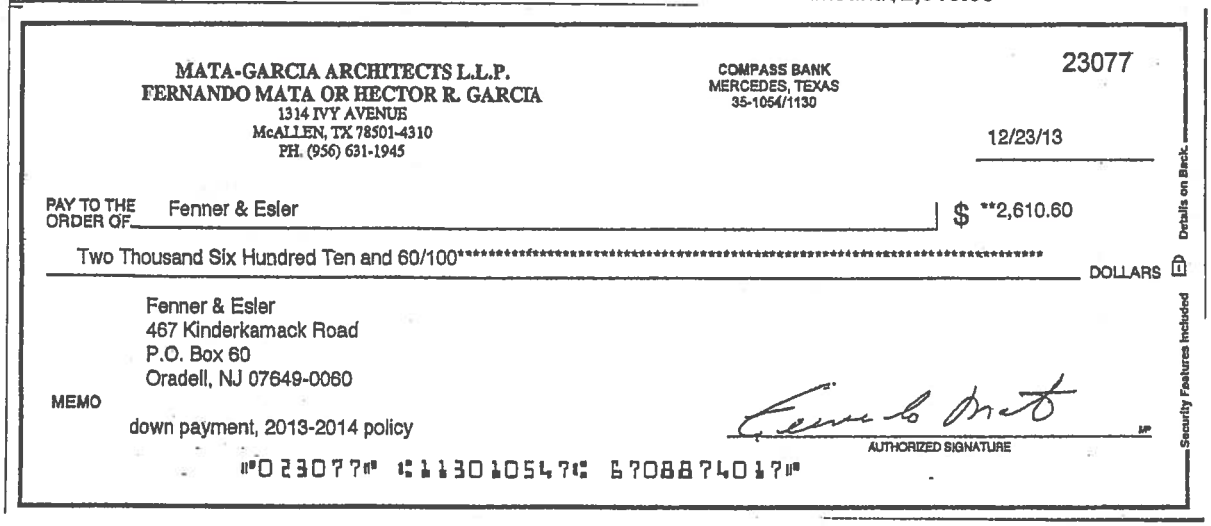
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell, NJ 07649-0060	(201)262-1200	**Date** 12/23/2013

RECEIVED
JAN 3 1 2014
BY: VL

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#23077 Date: 01/03 Amount:$2,610.60



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23077

12/23/13

PAY TO THE ORDER OF Fenner & Esler $ **2,610.60

Two Thousand Six Hundred Ten and 60/100********** DOLLARS

Details on Back.

Fenner & Esler
467 Kinderkamack Road
P.O. Box 60
Oradell, NJ 07649-0060

MEMO down payment, 2013-2014 policy

AUTHORIZED SIGNATURE

Security Features Included

⑈023077⑈ ⑆113010547⑆ 670887401?⑈

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JAN 31 2014
BY

BILLING STATEMENT

ACCOUNT NUMBER
900 - 4911
Refer to this number on all correspondence
CUSTOMER ID

FIRST INSURANCE FUNDING
A WINTRUST COMPANY

FIRST Insurance Funding Corp.
450 Skokie Blvd, Ste 1000
Northbrook, IL 60062-7917
Phone: (800) 837-2511 Fax: (800) 837-3709
www.firstinsurancefunding.com

NOTICE DATE
01/03/2014
INSTALLMENT DUE DATE
01/21/2014

Insured
00000035 1 SP 0480 2

MATA-GARCIA ARCHITECTS LLP
1314 IVY AVENUE
MCALLEN, TX 78501

Previous Account Balance	$	24,453.40
Payments/Adjustments	$	0.00
Late Charges/Fees	$	0.00
Current Account Balance	$	24,453.40
Past Due Amount	$	0.00
Current Installment Amount	$	2,445.34
Total Amount Due	$	2,445.34

Agent/Broker FENNER & ESLER
Phone:

Any Past Due Amount is due immediately.

Check your account online: Your username is "900-4911". Your password is "I45520B" unless you have changed it.

Pd
1/22/14 # 23604

- If you mail your payment please allow 7-10 days mailing time to ensure timely application of your payment.
- Failure to pay past due amounts and your current installment amount may result in cancellation of your insurance coverage.
- If you have any questions concerning your insurance coverage, or if changes to your policies are needed, please contact your agent or broker listed above.
- DIRECT DEBIT - If you are enrolled in Direct Debit, the Total Amount Due will be automatically deducted from your bank account on the Installment Due Date.
- You may pay online or by phone. Our contact information is listed at the top of this statement.
- **Overnight delivery payments ONLY may be sent to the address listed at the top of this statement. All other payments should be sent to the address listed on the Remittance Stub.**

Please visit our website to check your account, make a payment, change your address and view documents online!

www.firstinsurancefunding.com

Thank you for allowing us to be of service! We appreciate your business.

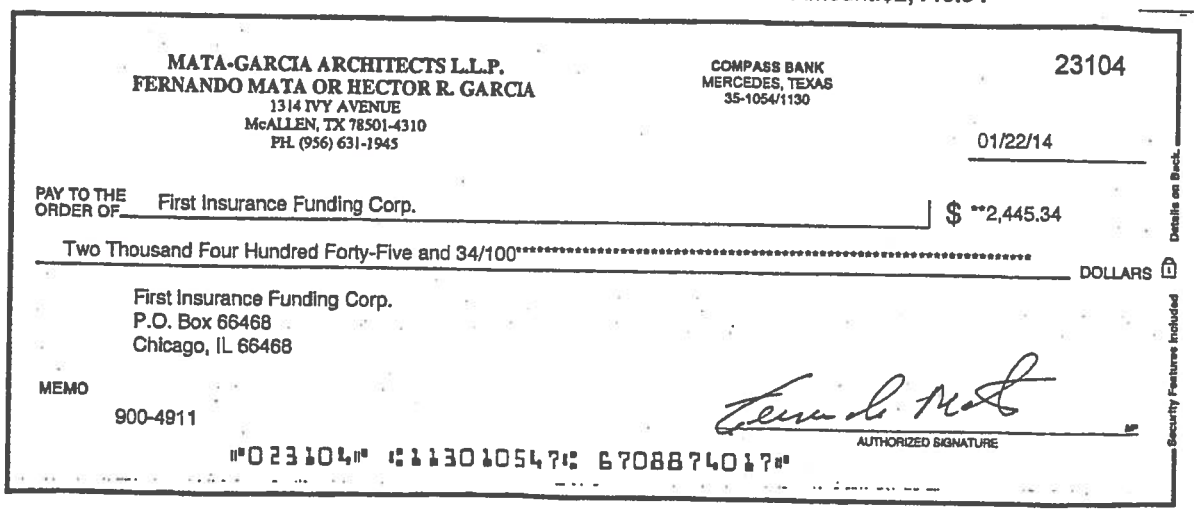
RECEIVED
JAN 31 2014
BY: VL

Thursday, Jan 30, 2014 12:53:40 p.m. CT

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#23104 Date: 01/30 Amount:$2,445.34



MATA-GARCIA ARCHITECTS L.L.P.
FERNANDO MATA OR HECTOR R. GARCIA
1314 IVY AVENUE
McALLEN, TX 78501-4310
PH. (956) 631-1945

COMPASS BANK
MERCEDES, TEXAS
35-1054/1130

23104

01/22/14

PAY TO THE ORDER OF First Insurance Funding Corp. $ **2,445.34

Two Thousand Four Hundred Forty-Five and 34/100********** DOLLARS

Details on Back.

First Insurance Funding Corp.
P.O. Box 66468
Chicago, IL 66468

MEMO 900-4911

AUTHORIZED SIGNATURE

Security Features Included

⑈023104⑈ ⑆113010547⑆ 670887401?⑈

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All other Account Questions and Support: 1-800-COMPASS (1-800-266-7277)

L&G Engineering
Transportation Consultants

February 3, 2014

RECEIVED
FEB 10 2014
BY:

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 1925 - Work Authorization No. 1 - Limits: Kenyon Road to FM 907
PO#663995 - L&G Project#110601

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of January 2014.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of roadway schematic, hydrological map, and schematic surveys, coordinate environmental assessment with TxDOT limited public involvement for environmental assessment, compensable utilities management oversight, and right-of-way acquisition services for the FM 1925 project (Phase I) from Kenyon Road to FM 907. The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11006 – DESIGN SCHEMATIC		**% Complete**
This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
This task is complete.	**L&G**	**100%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	**L&G**	**100%**
FC 13020 – ROW MAP/SUB		
This task is complete.	**RODS**	**100%**
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	**L&G**	**100%**

FC 60700 – COMPENSABLE UTILITIES		**% Complete**
This task is complete.	**L&G**	**100%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

RECEIVED
FEB 10 2014
BY

FC 60000 – ROW ACQUISITION ADMINISTRATION		
L&G Engineering visits the project site, conducts inspections, meets with project members, conducts utility investigations and updates ownership data. A preliminary property ownership status report has been completed and is reviewed and revised on a continuous basis. L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Rd, Mission, Texas 78572 has been established. The office is open during normal County & State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings continue to be held with TxDOT to discuss any issues as necessary.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%

Supplemental #1 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
The schematic has been approved by TxDOT. This task is complete.	L&G	100%
FC 11007 – PRELIMINARY ROW INFO		
This task is complete.	L&G	100%
FC 12001 – ENVIRONMENTAL REPORTS		
We received an Environmental Clearance from TxDOT/FHWA on January 21, 2014. This task is complete.	L&G	100%
FC 12007 – ARCHEOLOGICAL & HISTORICAL RESEARCH MANAGEMENT		
This task is complete.	L&G	100%
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH/SUB		
This task is complete.	AmaTerra	100%
FC 13002 – RIGHT OF WAY MAPPING		
This task is complete.	L&G	100%
FC 16101 – HYDROLOGICAL MAP		
This task is complete.	L&G	100%

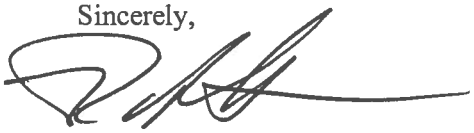
FC 60000 – ROW ACQUISITION ADMINISTRATION	BY:	% Complete
L&G Engineering visits the project site, conducts inspections, and meets with project memebers. Property owners have been identified using appraisal tax rolls and Texas Land Records. An L&G Engineering Consulting Engineers ROW office at 900 S. Stewart Road, Suite 10 in Mission Texas has been established. The office is open during normal County and State working hours with available personnel to answer questions. At least one staff member is a current commissioned notary public. Personnel are available for meeting as determined by the County. Meetings with the affected property owners with TxDOT and County are held as needed to discuss any issues.	L&G	85%
FC 60100 – TITLE SERVICES		
This task has not begun.	L&G	0%
FC 60200 – APPRAISAL SERVICES		
This task has not begun.	L&G	0%
FC 60220 – APPRAISAL SERVICES/SUB		
This task has not begun.	Leonel	0%
FC 60300 – APPRAISAL REVIEW		
This task has not begun.	L&G	0%
FC 60330 – APPRAISAL REVIEW/SUB		
This task has not begun.	HLH	0%
FC 60400 – PARCEL NEGOTIATION		
This task has not begun.	L&G	0%
FC 60500 – CLOSING SERVICES		
This task has not begun.	L&G	0%
FC 60600 – APPRAISAL UPDATE		
This task has not begun.	L&G	0%
FC 60700 – COMPENSABLE UTILITIES		
All utilities have been identified and located. We have conducted all the project utility meetings and have placed all of the lines on the plans. This task is complete.	L&G	100%

Supplemental #2 to Work Authorization #1

FC 11006 – DESIGN SCHEMATIC		% Complete
L&G has revised the schematic. This task is complete.	L&G	100%
FC 13002 – RIGHT OF WAY MAPPING		
L&G has provided RODS with all of the revisions needed to the ROW map and has reviewed the final revised map. The map has been submitted to TxDOT for review and/or final approval. This task is complete.	L&G	100%
FC 13020 – ROW MAP/SUB		
RODS has finalized the revised map, it has been reviewed and submitted to TxDOT for final review and/or final approval.	RODS	95%
FC 15001 – ROADWAY DESIGN SURVEY		
L&G has coordinated all of the work with the surveyor and field verified all of the work. This task is complete.	L&G	100%

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,



Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324726
INVOICE DATE: 01/31/14



BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

Engineering services for the month of January 2014.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11006-Design Schem	57,600.00	57,600.00		57,600.00	100.0	
11007-Prelim ROW Req	20,000.00	20,000.00		20,000.00	100.0	
12001-EA Reports	35,000.00	35,000.00		35,000.00	100.0	
12002-Pub Involvment	20,000.00	20,000.00		20,000.00	100.0	
13002-ROW Mapping	4,500.00	4,500.00		4,500.00	100.0	
13020-ROW Map/Sub	52,500.00	52,500.00		52,500.00	100.0	
16101-Hydro Map	30,000.00	30,000.00		30,000.00	100.0	
60700-Comp Utilities	22,500.00	22,500.00		22,500.00	100.0	
60000-Row Acq. Admin	73,500.00	62,475.00		62,475.00	85.0	11,025.00
60100-Title Services	9,000.00				0.0	9,000.00
60200-Appraisal Srv	10,500.00				0.0	10,500.00
60220-Appraisal/Sub	30,000.00				0.0	30,000.00
60300-Appraisal Rvw	6,375.00				0.0	6,375.00
60330-Appr. Rev/Sub	5,625.00				0.0	5,625.00
60400-Parcel Negtion	48,000.00				0.0	48,000.00
60500-Clsng Srvs Fee	3,000.00				0.0	3,000.00
60600-Aprsal Update	1,500.00				0.0	1,500.00
TOTALS:	429,600.00	304,575.00	0.00	304,575.00	70.9	125,025.00

11006-Design Schem	5,040.00	5,040.00		5,040.00	100.0	
11007-Prelim ROW Req	12,000.00	12,000.00		12,000.00	100.0	
12001-EA Reports	50,000.00	42,500.00	7,500.00	50,000.00	100.0	
12007-Arch & Hist	11,184.42	11,184.42		11,184.42	100.0	
12070-Arc & Hist/Sub	8,815.58	8,815.58		8,815.58	100.0	
13002-ROW Map	25,000.00	25,000.00		25,000.00	100.0	
16101-Hydro Map	5,000.00	5,000.00		5,000.00	100.0	
60000-ROW Admin	24,500.00	20,825.00		20,825.00	85.0	3,675.00
60100-Title Services	3,000.00				0.0	3,000.00
60200-Appraisal Srv	3,500.00				0.0	3,500.00
60220-Appraisal/Sub	10,000.00				0.0	10,000.00
60300-Appraisal Rev	1,750.00				0.0	1,750.00
60330-Appr. Rev/Sub	2,250.00				0.0	2,250.00
60400-Parcel Negtion	17,500.00				0.0	17,500.00
60500-Clsng Srvs Fee	1,000.00				0.0	1,000.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324726
INVOICE DATE: 01/31/14
PAGE: 2

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FEB 10 2014
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 110601
FM 1925 Project
Limits:Kenyon Rd to FM 907
PO#663995

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
60600-Apprsal Update	500.00				0.0	500.00
60700-Comp. Utilites	40,000.00	40,000.00		40,000.00	100.0	
13002-ROW Mapping	3,058.32	3,058.32		3,058.32	100.0	
11006-Dsgn Schm	2,095.07	2,095.07		2,095.07	100.0	
11006-Design Schem	2,163.46	2,163.46		2,163.46	100.0	
15001-Rdwy Dsgn Srvy	2,971.66	2,971.66		2,971.66	100.0	
15001-Rdwy Dsgn Srvy	1,361.49	1,361.49		1,361.49	100.0	
13020-ROW Map/Sub	8,370.00	7,951.50		7,951.50	95.0	418.50
TOTALS:	670,660.00	494,541.50	7,500.00	502,041.50	70.9	168,618.50

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	429,600.00
CHANGE BY CHANGE ORDER	$	241,060.00
CONTRACT SUM TO DATE	$	670,660.00
TOTAL COMPLETED TO DATE	$	502,041.50
LESS PREVIOUS INVOICES	$	494,541.50
CURRENT PAYMENT DUE	$	7,500.00

4-1341 431-00-124-0760-841
Pct. # 1365
Pur. Req. # 203051
P.O. # 663995

Invoice Received By:
on 2/10/14
Goods/Services Received By:
on For the Month of January 2014

PROJECT: FM 1925
LIMITS: from Kenyon Road to FM 907 (Old Alamo Road)
CLIENT: Hidalgo County

EXHIBIT C
WORK SCHEDULE

1/24/2014

TASK AND DESCRIPTION	FIRM	2011			2012												2013												
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Work Authorization No. 1																													
Project Planning																													
Obtain Right of Entry (Surveying)	RODS																												
Existing Right-Of-Way Layout	RODS																												
Hydrologic Map	L&G																												
Utility Coordination	L&G																												
Coordination with Irrigation District	L&G																												
Schematic & Environmental Doc Development																													
Develop Schematic with Outfalls	L&G																												
Meet w/TxDOT & Revise Schematic as per Comments	L&G																												
TxDOT & County approves Schematic	TxDOT																												
Meet with Affected Property Owners (Limited PI)	L&G																												
Prepare Re-Evaluation Document	L&G																												
Submit Final Draft Document	L&G																												
Agency Review & Revisions	TxDOT																												
Approval by TxDOT/FHWA - FONSI	TxDOT																												
ROW Mapping (Approx 15 Parcels)																													
Develop ROW Map, Parcel Sketches & Field Notes	RODS																												
TxDOT Review	TxDOT																												
Revisions as per TXDOT Comments	L&G																												
TxDOT Approve ROW Map	TxDOT																												
ROW Acquisition (Approx 15 Parcels)																													
Project Administration	L&G																												
Coordination with County and TxDOT	L&G																												
Title Commitments	L&G																												
Appraisal Reports	L&G																												
Appraisal Review Reports	L&G																												
Appraisal Update Reports	L&G																												
Approved Values by TxDOT	TxDOT																												
Acquisition Negotiation Offers	L&G																												
Title Curative Process	L&G																												
Title Commitment Updates	L&G																												
Payments for Parcels	L&G																												
L&G Condemnation Support Process	L&G																												
Eminent Domain Proceedings by County	County																												
Title Insurance Policies	L&G																												
Consummation of Outstanding Cases	L&G																												

L&G ENGNEERING TASK
TxDOT TASK
COUNTY TASK

NOTE: THIS SCHEDULE ASSUMES THAT A FULL RE-EVALUATION OF THE FONSI WILL NEED TO BE PERFORMED. IN ADDITION, THIS SCHEDULE ASSUMES THAT ROW ACQUISITION WILL NOT BEGIN UNTIL THE RE-EVALUATION IS COMPLETE DUE TO FUNDING.

RECEIVED
FEB 10 20
BY:

L&G Engineering
Transportation Consultants

February 3, 2014

RECEIVED
FEB 10 2014
BY: VL

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th Street Extension - Work Authorization No. 1 - Limits: SH 107 to FM 1925
PO#688820 - L&G Project#120901

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of January 2014.

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consists of engineering services required for the preparation of environmental assessment with TxDOT, public involvement, schematic, design, ROW mapping, compensable utilities management oversight, for the 10th Street Extension Project from SH 107 to FM 1925.

The following is a narrative of the progress report for this work authorization.

Work Authorization#1

FC 11005 – PHASE I – COMPENSABLE UTILITIES		**% Complete**
L&G Engineering has identified all of the compensable utilities on the preliminary Schematic of record with the Railroad Commission. We have verified their physical existence on the ground and confirmed them through aerial imagery. We have begun the adjustment coordination process with the Utility Companies (initial correspondence, request for proof of property interest, etc…) and are receiving reports for the utility companies and adjusting the maps accordingly. This task is complete.	**L&G**	**100%**
FC 11006 – DESIGN SCHEMATIC		
L&G has finalized the schematic based on the comments from the Public Meeting and submitted it to TxDOT for approval on August 19th. We received comments from TxDOT and resubmitted the schematic September 17th for final approval. This task is complete.	**L&G**	**100%**
FC 11007 – PRELIMINARY RIGHT OF WAY		
L&G Staff have generated all of the property owners along both sides of the project as identified on the appraisal district. From the carson maps and county records we have identified the subdivisions of record and plotted the existing ownership of the existing 10th extension. The preliminary schematic shows all property owners along the corridor. In addition we have utilized this date to estimate the total number of parcels needed to acquire as requested by the auditor's office. This information will be used for the Public Meeting Notices and shown on the Schematic. This task is complete.	**L&G**	**100%**
FC 12001 – ENVIRONMENTAL REPORTS		
The Administratively Complete Document was certified as administratively complete on 1/13/14 and is currently under technical review.	**L&G**	**90%**

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

RECEIVED
FEB 10 2014
BY:

FC 12002 – PUBLIC INVOLVEMENT		
This task is complete.	**L&G**	**100%**
FC 12008 – ENGINEER FOR PUBLIC MEETINGS		
This task is complete.	**L&G**	**100%**
FC 12070 – ARCHEOLOGICAL & HISTORICAL RESEARCH SUB		
The Archeological Report is clear and this task is complete. The Historical Survey was approved by TxDOT in December 2013.	**Amaterra**	**67%**
FC 13002 – RIGHT OF WAY MAPPING		
L&G has developed the preliminary ownership layout for the needed ROW Map. L&G has also held a scoping meeting with the Surveyor and conducted a field reconnaissance of the project site. L&G has provided the surveyor with the County files for the Las Alameda subdivision to assist with property ownership research and has held a coordination meeting with both surveying firms. L&G continues to monitor the surveyor and provide guidance.	**L&G**	**55%**
FC 13020 – RIGHT OF WAY MAPPING/SUB		
ROW has developed the preliminary project files, recovered the existing property corners, began the individual parcel research and is developing the "blue line" map. ROW has drawn the deed sketches with boundary and lot lines and continues to recover property corners throughout the project. ROW continues to develop the parcel sketches & field notes.	**ROW**	**55%**
FC 16101 – HYDROLOGICAL MAP		
L&G Engineers has refined the hydrologic map based on the comments from the public meeting and has finalized the coordination with HCDD #1. This task is complete.	**L&G**	**100%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324727
INVOICE DATE: 01/31/14

RECEIVED
FEB 10 2014
BY: VL

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 120901
10th Street Extension Project
WA#1 - P.O.#688820
C-12-126-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2014.						
11005-Ph. I Comp Uti	86,761.53	86,761.53		86,761.53	100.0	
11006-Design Schem	118,815.08	118,815.08		118,815.08	100.0	
11007-Prelim ROW	20,017.05	20,017.05		20,017.05	100.0	
12001-EA Reports	95,024.83	71,268.62	14,253.73	85,522.35	90.0	9,502.48
12002-Pub Involvment	20,019.67	20,019.67		20,019.67	100.0	
12008-Engr/Pub Mtgs	20,005.84	20,005.84		20,005.84	100.0	
12070-Arch & Hist	23,256.70	15,576.79		15,576.79	67.0	7,679.91
13002-ROW Mapping	77,906.22	42,848.42		42,848.42	55.0	35,057.80
13020-ROW Map/Sub	130,000.00	71,500.00		71,500.00	55.0	58,500.00
16101-Hydro Map	30,017.18	30,017.18		30,017.18	100.0	
TOTALS:	621,824.10	496,830.18	14,253.73	511,083.91	82.2	110,740.19

ORIGINAL CONTRACT SUM	$	621,824.10
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	621,824.10
TOTAL COMPLETED TO DATE	$	511,083.91
LESS PREVIOUS INVOICES	$	496,830.18
CURRENT PAYMENT DUE	$	14,253.73

PROJECT MANAGER'S SIGNATURE

4-1341 431-00-124-080 0- 841 731 711
Pct. # 387
Pur. Req. # 232402
P.O. # 688820
Invoice Received By: _____ on 2/10/14
Goods/Services Received By: _____ on for the month of January 2014

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles

FEB 1
BY: VL

TASK AND DESCRIPTION	FIRM	2012			2013												2014												2015												2016		
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
10th Street Extension																																										
Phase I: EA, FI, Schem (SH 107 - FM 1925)																																										
Develop Alternatives & Matrix	L&G																																									
Select TPA	L&G																																									
Finalize Schematic	L&G																																									
TxDOT Review & Revisions	TxDOT																																									
TxDOT Approval	TxDOT																																									
Advertise & Conduct Public Meeting	L&G																																									
Prepare Environmental Document	L&G																																									
Submit Final Draft Document	L&G																																									
Agency Review & Revisions	TxDOT																																									
Environmental Decision	TxDOT																																									
Phase II: PS&E & ROW Map																																										
Obtain Right of Entry (Surveying)	DLS																																										
Design Surveys	DLS																																									
Update DTM & Planimetrics	DLS																																									
Provide Field Books	DLS																																									
Provide Sealed Survey Data Sheets	DLS																																									
Phase III: PS&E (SH 107 - FM 1925)																																										
Compensable Utility Oversight	L&G																																										
Outfall Coordination with HCDD #1	L&G																																										
30% PS&E Completion	L&G																																										
60% PS&E Completion	L&G																																										
90% PS&E Completion	L&G																																										
95% PS&E Completion	L&G																																										
100% Mylars Completion	L&G																																										
TxDOT Approval	TxDOT																																										
ROW Map (SH 107 - Schunior Rd)																																										
Prepare ROW Map	ROW																																										
TXDOT Review & Revisions	TxDOT																																										
TxDOT Approval	TxDOT																																										
TXDOT RELEASE OF ROW																																										
ROW Release by TxDOT	TxDOT																																										
Phase II: ROW Acq (SH 107 - Schunior)																																										
ROW Acquisition (Approx. 52 parcels)	L&G																																										
Phase IV: Letting (SH 107 - FM 1925)																																										
Let Project (Est. Earliest Date: March 2016) (Dependent on Availability of Funds)	TxDOT																																										

* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
ENVIRONMENTAL ASSESSMENT WORK
TXDOT FUNCTION

2:08 PM 1/24/2014

L&G Engineering
Transportation Consultants

February 3, 2014

RECEIVED
FEB 10 2014
BY: VL

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: FM 2220 (Ware Rd.) Project – Work Authorization No. 1
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM 676)
PO#696996 - L&G Project#130701

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of January 2014.
- L & G's Invoice (and sub-consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consist of engineering services required for the preparation of Environmental Assessment, Public Involvement and to complete the ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676). The following is a narrative of the progress report for this work authorization.

Work Authorization #1

FC 12001 – ENVIRONMENTAL ASSESSMENT REPORTS		**% Complete**
L&G has submitted all of the necessary reports associated with the project and is waiting on TxDOT to complete the review of said reports.	**L&G**	**50%**
FC 12002 – PUBLIC INVOLVEMENT		
This task is considered complete.	**L&G**	**100%**
FC 12007 – ARCHEOLOGICAL/HISTORICAL RESEARCH		
The historical research design has been approved and a survey has been scheduled in February.	**L&G**	**70.3%**
FC 12008 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING		
This task is complete.	**L&G**	**100%**
FC 12009 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING/HEARING FOR ROW ACQUISITION		
L&G met with the Hidalgo County PCT #4 Commissioner on a weekly basis to provide a status on the continuous activities and the progress of the project.	**L&G**	**35%**
FC 13002 – RIGHT-OF-WAY MAP		
L&G continues to coordinate with ROWSS on a weekly basis on the development of the ROW Map. L&G submitted the existing centerline ROW Map to Hidalgo County for submittal to TxDOT for review and approval prior to submittal of the 60% completion of the ROW map.	**L&G**	**40%**

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900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

FC 13020 – RIGHT-OF-WAY MAP – SUB	BY:	
ROWSS met with L&G Engineering to continue coordinate as per the project scope. ROWSS continues to coordinate with TxDOT and Surveyor to obtain Horizontal Control Information under function 150. ROWSS coordinated with MWM Design Group (TxDOT Surveyor) to obtain final alignment. Continues to develop deed files, recover property corners, began to develop blueline map. Found and verified existing control in the field, researched individual parcels, and met with TxDOT to discuss final deliverable of ROW Map and parcel checklist and irrigation easement issues.	**ROWSS**	**55%**

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,
L&G Engineering

Velma N. Garcia
Project Manager

Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324721
INVOICE DATE: 01/31/14

RECEIVED
FEB 10 2014
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 130701
FM 2220 (Ware Rd.) Project
WA#1 - PO#696996
Mile 3N to Mile 5N

Engineering services for the month of January 2014.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
12001-EA Reports	120,000.00	48,000.00	12,000.00	60,000.00	50.0	60,000.00
12002-Pub Involvment	25,000.00	25,000.00		25,000.00	100.0	
12007-Arch/Hist Res	35,000.00	22,750.00	1,859.20	24,609.20	70.3	10,390.80
12008-Eng Tech Mtgs	25,000.00	25,000.00		25,000.00	100.0	
12009-Eng Tech/ROW	25,000.00	7,500.00	1,250.00	8,750.00	35.0	16,250.00
13002-ROW Mapping	40,700.00	14,245.00	2,035.00	16,280.00	40.0	24,420.00
13020-ROW Map/Sub	118,400.00	65,120.00		65,120.00	55.0	53,280.00
TOTALS:	389,100.00	207,615.00	17,144.20	224,759.20	57.8	164,340.80

ORIGINAL CONTRACT SUM	$	389,100.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	389,100.00
TOTAL COMPLETED TO DATE	$	224,759.20
LESS PREVIOUS INVOICES	$	207,615.00
CURRENT PAYMENT DUE	$	17,144.20

PROJECT MANAGER'S SIGNATURE

4-1315 431-00-124-0350-841
Pct. # 1046
Pur. Req. # 240672
P.O. # 696996

Invoice Received By: _____ on 2/10/14
Goods/Services Received By: _____ on For the month of January 2014

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

RECEIVED
FEB 10 20
BY:

TASK AND DESCRIPTION	ENTITY	2013						2014												2015												2016						
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																																					
Environmental Work																																					
County Hires Eng Consultant for EA Work	County																																				
TxDOT's First Public Meeting	TxDOT																																				
EA Document	County																																				
Environmental Decision	TxDOT																																				
ROW Map																																					
ROW Map Development	County																																				
Phase II: ROW Acq (Est. 37 Parcels)																																					
TxDOT Release of ROW																																					
ROW Release	TxDOT																																				
ROW Acquisition																																					
County Acquires ROW (Est. 37 Parcels)	County																																				
Compensable Utilities Adjustment																																					
Adjust Utilities	County																																				
Phase III: Construction																																					
Project Letting																																					
TxDOT Advertise for Letting	TxDOT																																				
Let Project (Est. Earliest Date: July 2016)	TxDOT																								Estimated 37 Months Construction Duration												

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

4 40 PM1/22/2014

L&G Engineering
Transportation Consultants

February 3, 2014

RECEIVED
FEB 10 2014
BY:

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RE: 10th Street Extension - Work Authorization No. 2 - Limits: SH 107 to FM 1925
PO#700265 - L&G Project#120902

Dear Commissioner Palacios:

As per our contract, Section 1.6, Request for Payment, we are submitting a monthly progress report in sufficient detail to support the progress of the work and in support of a request for payment. Attached for your approval is our invoice for services rendered for the month of January 2014. Attached are the following:

- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

The following is a narrative of the progress report for this work authorization.

Work Authorization#2

FC 15001 – FIELD SURVEYS		**% Complete**
L&G has coordinated with the surveying firm and provided them with all of the relevant data to begin their work. L&G has conducted a field visit with the surveyor to discuss any possible issues. L&G has provided DLS with the TxDOT control information set on SH 107 & FM 1925. L&G has also provided DLS with a standard ROE letter for their use. L&G has reviewed their topographic data for completeness.	**L&G**	**95%**
FC 15010 – FIELD SURVEYS - SUB		
DLS has set all of the primary and secondary project controls. They have finalized the topographic survey and provided the cad files (2D & 3D). Once the utility potholes come in, they will provide us with the utility pickups.	**DLS**	**95%**
FC 16001 – ROADWAY DESIGN		
L&G has submitted a 30% PS&E package to TxDOT containing the necessary plan sheets (P&P's, U&D's, TCP, etc…). L&G continues to develop the PS&E design.	**L&G**	**40%**
FC 16002 – ROADWAY DESIGN - OUTFALL		
L&G has submitted a 30% PS&E package to TxDOT containing the outfall details and culvert layouts. L&G continues to develop the outfall design.	**L&G**	**40%**
FC 16205 – SIGNAL DESIGN		
L&G has performed all of the traffic counts and turning movements for the traffic warrant studies along the following intersecting roads with 10th St: Schunior Ave., Chapin Rd., Russell Rd., Rogers Rd., & FM 1925 (Monte Cristo Rd.). That information has been provided to ETSI for their warrant report and signal design. L&G continues to manage ETSI's efforts.	**L&G**	**45%**
FC 16250 – SIGNAL DESIGN – SUB		
Warrant Studies: All of the data has been collected and analyzed. A draft report has been completed and submitted for review.	**ETSI**	**44.9%**

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900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

RECEIVED
FEB 10 2014
BY:

Signal Design: This work has not begun.		
FC 16308 – PERMITED UTILITIES		
The utility locations were plotted and placed on the U&D's on the 30% PS&E package submitted to TxDOT. L&G Engineering continues to receive the utility company's system maps. L&G has held utility meetings with HCID #1 & Texas Gas Service and continues to coordinate with all of the utility companies. L&G continues to coordinate the potholing of the utility lines with the surveyor.	**L&G**	**40%**

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 585-1909.

Sincerely,

Robert Macheska, P.E.
Project Manager

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324724
INVOICE DATE: 01/31/14

RECEIVED
FEB 10 2014
BY:

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 120902
10th Street Extension Project
WA#2 PO#700265
C-12-126-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2014.						
15001-Field Survey	45,001.00	42,750.95		42,750.95	95.0	2,250.05
15010-Field Srvy/Sub	80,000.00	76,000.00		76,000.00	95.0	4,000.00
16001-Rdwy Dsgn	799,217.00	239,765.10	79,921.70	319,686.80	40.0	479,530.20
16002-Rdwy Dsgn-Outf	48,000.00	14,400.00	4,800.00	19,200.00	40.0	28,800.00
16205-Sign,Marki,Dsg	59,721.00	26,874.45		26,874.45	45.0	32,846.55
16250-Sigl Dsgn-Sub	60,281.00	27,091.85		27,091.85	44.9	33,189.15
16308-Permted Utilit	95,000.00	28,500.00	9,500.00	38,000.00	40.0	57,000.00
TOTALS:	1,187,220.00	455,382.35	94,221.70	549,604.05	46.3	637,615.95

ORIGINAL CONTRACT SUM	$	1,187,220.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,187,220.00
TOTAL COMPLETED TO DATE	$	549,604.05
LESS PREVIOUS INVOICES	$	455,382.35
CURRENT PAYMENT DUE	$	94,221.70

PROJECT MANAGER'S SIGNATURE

4 -1315 431-00-124-0800- 841 431
Pct. # 1348
Pur. Req. # 245284
P.O. # 700265

Invoice Received By:
on 2/10/14
Goods/Services Received By:
on For the month of January 2014

Client: Hidalgo County

EXHIBIT "C"
WORK SCHEDULE
10th Street Extension - WA #2
From SH 107 to FM 1925 (Monte Christo Rd)
Length = 2.5 miles

RECEIVED
FEB 10
BY:

TASK AND DESCRIPTION	FIRM	2013						2014												2015												2016		
		JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
10th Street Extension (SH 107-FM1925)																																		
WA #1: EA, PI, Schematic & ROW Map																																		
Advertise & Conduct Public Meeting	L&G																																	
TxDOT Schematic Approval	TxDOT																																	
TxDOT ROW Map Approval	TxDOT																																	
Environmental Decision	TxDOT																																	
WA #2: Design Survey &PS&E																																		
Design Survey	DLS																																	
Permitted Utility Coordination	L&G																																	
Outfall Coordination with HCDD #1	L&G																																	
30% PS&E Completion	L&G																																	
60% PS&E Completion	L&G																																	
90% PS&E Completion	L&G																																	
95% PS&E Completion	L&G																																	
100% Mylars Completion	L&G																																	
TxDOT Approval	TxDOT																																	
TXDOT RELEASE OF ROW																																		
ROW Release	TxDOT																																	
WA #3: ROW Acq. (SH 107 - Schunior)*																																		
ROW Acquisition (Approx. 52 parcels)	L&G																																	
Proposed Letting (SH 107 - FM 1925)																																		
Let Project (Est. Earliest Date: March 2016)	TxDOT																																	

* - Note: Hidalgo County Pct. #4 has already purchased 120' of ROW from Schunior to FM 1925

L&G FUNCTION
TXDOT FUNCTION

4:52 PM1/23/2014

AI-43128 **Purchasing Department 9. F.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. A.C. Cuellar, HC Pct. #1 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Approval of the following with Texas Cordia Construction, LLC contracted vendor for Dimas 2 & 3 Subdivisions - Pct. No. 1 as submitted through project engineer, TEDSI Infrastructure Group Inc. (C-CAP-12-112-12-28):

1. Application for payment No. 2 (Final)-$3,432.36;
2. Application for payment No. 3 (Retainage Release)-$23,335.96;
3. Certificate of Construction Completion reflecting the date of November 26, 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-121-230-1-731/733

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

BUDGETARY IMPACT:

P.O.# 689808 - Note Change Order No.3 was approved CC on AI-42462 01/14/2014 Consent.

FISCAL YEAR: 3 ACCT. #: 3--1312-206-00-000-044-0-000

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

BUDGETARY IMPACT:

P.O.# 689808 - Note Change Order No.3 was approved CC on AI-42462 01/14/2014 Consent.

Attachments

Application for Payment No.2 Final Dimas No.2 & 3 Subdivision

Application for Payment No.3 Retainage Release Dimas No.2 & 3 Subdivision

Certificate of Construction Completion Dimas No.2 & 3 Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	02/12/2014 03:06 PM
Purchasing Department	Marty Salazar	02/12/2014 07:04 PM
Budget & Management	Debbie Tamez	02/13/2014 09:47 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 01:35 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Marcie Jackson Started On: 02/11/2014 10:28 AM

Final Approval Date: 02/14/2014

APPLICATION FOR PAYMENT NO. 2 - FINAL

To: HIDALGO COUNTY (OWNER)
From: TEXAS CORDIA CONSTRUCTION, LLC (CONTRACTOR)
Contract: C-CAP-12-112-12-28
Project: ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 2 AND 3 SUBDIVISION
Owner's Contract No. C-CAP-12-112-12-28 Engineer's Project No. _____
For Work accomplished through the date of: January 4, 2014

1. Original Contract Price:	$232,566.82
2. Net change by Change Order and Written Agreements(+or-):	$792.76
3. Current Contract Price (1 plus 2):	$233,359.58
4. Total completed and stored to date:	$233,359.58
5. Retainage (per Agreement):	
10% of completed Work: $23,335.96	
_____ of stored material _____	
Total Retainage:	$23,335.96
6. Total completed and stored to date less retainage (4 minus 5)	$210,023.62
7. Less previous Application for Payments:	$206,591.26
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$3,432.36

Accompanying Documentation:

REQ# 232784 P.O.# 689808
3-1312-431-00-121-230-1-731→$2,800.99
<-280.10>=$2,520.89

REQ# 232784 P.O.# 689808
3-1312-431-00-121-230-1-733→$1,012.74
<-101.27>=$911.47

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 **2-FINAL** 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: 1/29/2014

TEXAS CORDIA CONSTRUCTION, LLC
CONTRACTOR
Yara M. Corbitt, President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of January, 2014

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Notary Public
My Commission expires: 12/3/17

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 01/20/2014

TEDSI Infrastructure Group Inc
ENGINEER
Jose A .Sanchez, P.E.

2/3/14

Texas Cordia Construction, LLC	Contractor Name
04-17-2013	Starting Date
09-29-2013	Project Ending Date
10%	Retainage Percent

Application No:	**2-FINAL**
Application Date:	**01-29-2014**
Period To:	**01-04-2014**
Engineer Firm:	**TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-230	Dimas 2&3	$232,566.82	$233,359.58	$229,545.85	$3,813.73	$233,359.58	$0.00	$23,335.96	$210,023.62	$206,591.26	$3,432.36

Texas Cordia Construction, LLC — Contractor Name
04-17-2013 — Starting Date
09-29-2013 — Project Ending Date
Road & Drainage Construction for Dimas 2 & 3 Subdivision — Engineer's / County Project Description

Application No.: 2-FINAL
Application Date: 01-29-2014
Period To: 01-04-2014
Engineer's/County Project No.: C-CAP-12-112-12-28

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	0100	PREPARING ROW	STA	$153.81	22.78	$3,503.79	$153.81	22.78	$3,503.79	22.78	22.78	$3,503.79		22.78	$0.00				$3,503.79	0	$0.00
2	0110	EXCAVATION (ROADWAY)	CY	$6.70	1927	$12,910.90	$6.70	1450	$9,715.00	1450	1450	$9,715.00		1450	$0.00				$9,715.00	0	$0.00
3	0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$5.31	71	$377.01	$5.31	71	$377.01	71	71	$377.01		71	$0.00				$377.01	0	$0.00
4	0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	$0.83	6894	$5,722.02	$0.83	6894	$5,722.02	6894	6894	$5,722.02		6894	$0.00				$5,722.02	0	$0.00
5	0168	VEGETATIVE WATERING	MG	$3.96	206.9	$819.32	$3.96	206.9	$819.32	206.9	206.9	$819.32		206.9	$0.00				$819.32	0	$0.00
6	0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	$6.18	7223	$44,638.14	$3.94	7223	$28,458.62	7223	7223	$28,458.62		7223	$0.00				$28,458.62	0	$0.00
7	0260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	$261.16	54.3	$14,180.99	$261.16	54.3	$14,180.99	54.3	54.3	$14,180.99		54.3	$0.00				$14,180.99	0	$0.00
8	0260	LIME TRT(NEW BASE)(8")	SY	$1.17	7223	$8,450.91	$0.97	7223	$7,006.31	7223	7223	$7,006.31		7223	$0.00				$7,006.31	0	$0.00
9	0310	PRIME COAT (MC-30)	GAL	$5.89	1228	$7,232.92	$5.89	1228	$7,232.92	1228	1228	$7,232.92		1228	$0.00				$7,232.92	0	$0.00
10	0340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	$10.31	6136	$63,262.16	$10.31	6136	$63,262.16	6136	6136	$63,262.16		6136	$0.00				$63,262.16	0	$0.00
11	0500	MOBILIZATION	LS	$4,432.70	1	$4,432.70	$4,432.70	1	$4,432.70	1	1	$4,432.70		1	$0.00				$4,432.70	0	$0.00
12	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,899.00	3	$5,697.00	$1,899.00	3	$5,697.00	3	3	$5,697.00		3	$0.00				$5,697.00	0	$0.00
13	0644	INS SM SN SUP&AM TY 10BWG(2)SA(P)	EA	$484.83	6	$2,908.98	$484.83	9	$4,363.47	6	6	$2,908.98	3	9	$1,454.49				$4,363.47	0	$0.00
14	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$0.35	4263	$1,492.05	$0.35	4263	$1,492.05	4263	4263	$1,492.05		4263	$0.00				$1,492.05	0	$0.00
15	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	$8.31	36	$299.16	$8.31	36	$299.16	36	36	$299.16		36	$0.00				$299.16	0	$0.00
16	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	$0.42	490	$205.80	$0.42	490	$205.80	490	490	$205.80		490	$0.00				$205.80	0	$0.00
17	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	$0.44	610	$268.40	$0.44	610	$268.40	610	610	$268.40		610	$0.00				$268.40	0	$0.00
18	0251	REWORK BS MTL(TY D)(8")(DENS CONT)	SY			$0.00	$1.51	5066	$7,649.66	5066	5066	$7,649.66		5066	$0.00				$7,649.66	0	$0.00
19		TY III BARRICADES MODIFICATIONS	EA				$38.50	9	$346.50		0	$0.00	9	9	$346.50				$346.50	0	$0.00
20		REMOBILIZATION SDWK+PIPE+EMBANKMENT	LS				$850.00	1	$850.00		0	$0.00	1	1	$850.00				$850.00	0	$0.00
21		RELOCATE MAILBOX	EA				$150.00	1	$150.00		0	$0.00	1	1	$150.00				$150.00	0	$0.00
		Total Roadway				**$176,402.25**			**$166,032.88**			**$163,231.89**			**$2,800.99**				**$166,032.88**		**$0.00**
		(906) DRAINAGE																			
1	0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$0.00	0	$0.00	$5.31	6	$31.86		0	$0.00	6	6	$31.86				$31.86	0	$0.00
2	0464	RC PIPE (CL III)(18 IN)	LF	$31.50	156	$4,914.00	$31.50	156	$4,914.00	156	156	$4,914.00		156	$0.00				$4,914.00	0	$0.00
3	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	$10.87	78	$847.86	$10.87	78	$847.86	78	78	$847.86		78	$0.00				$847.86	0	$0.00
4	0530	DRIVEWAY (CONC)	SY	$42.92	537	$23,048.04	$42.92	662	$28,413.04	662	662	$28,413.04		662	$0.00				$28,413.04	0	$0.00
5	0530	DRIVEWAY (ACP)	SY	$20.29	423	$8,582.67	$20.29	484	$9,820.36	484	484	$9,820.36		484	$0.00				$9,820.36	0	$0.00
6	0531	CONC SIDEWALKS (4")	SY	$58.04	20	$1,160.80	$58.04	31	$1,799.24	20	20	$1,160.80	11	31	$638.44				$1,799.24	0	$0.00
7	0481	PVC PIPE (SDR-35)(15 IN)	LF	$24.46	720	$17,611.20	$24.46	879	$21,500.34	865	865	$21,157.90	14	879	$342.44				$21,500.34	0	$0.00
		Total Drainage				**$56,164.57**			**$67,326.70**			**$66,313.96**			**$1,012.74**				**$67,326.70**		**$0.00**
		TOTAL BASE AMOUNTS:				**$232,566.82**			**$233,359.58**			**$229,545.85**			**$3,813.73**				**$233,359.58**		**$0.00**

Jose A. Sanchez
Print Name

1/29/2014
Date

Signature

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR Texas Cordia Construction, LLC

PROJECT NO. Dimas 2 & 3 COUNTY HIDALGO DATE WORK BEGAN 04-17-2013

TIME COMPUTED FROM 04-17-2013 DATE WORK COMPLETED 09-29-2013

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
				NTP ISSUED 04-08-2012. FIRST WORK DAY 10 DAYS LATER. FIRST DAY OF 150 CALENDAR DAYS 04-17-2013
RFP 01				
APRIL	17-30	14	14	WORK ON HOLD DUE TO PENDING CHANGE ORDER 1
MAY	1-31	31	31	WORK ON HOLD DUE TO PENDING CHANGE ORDER 1
JUNE	1-30	30	11	CHANGE ORDER 1 RECEIVED 06-11-2013 VIA EMAIL. WORK STARTED 06-12-2013.
JULY	1-31	31		
AUGUST	1-31	31	6	RAIN DAYS 21, 22, 26, 27, 28, 29.
SEPTEMBER	1-30	30	9	CHANGE ORDER 2 SUBMITTED 08-27-2013. APPROVAL RECEIVED 09-04-2013 VIA EMAIL.
OCTOBER	1-31	31		
NOVEMBER	1-15	15		
RFP 02				
NOVEMBER	16-30	15	7	RAIN DAYS 19, 22, 23, 24, 25, 26, 30
DECEMBER	1-19	19	5	RAIN DAYS 5, 8, 9, 11, 14. PUNCH LIST COMPLETED 12-20-2013
				CHANGE ORDER APPROVED 01-02-2014. 15 ADDITIONAL DAYS GRANTED
TOTAL		247	83	

NO. OF CONTRACT WORKING DAYS 165 NO. WORKING DAYS CHARGED TO DATE 247-83 = 164

ASSESSED LIQUIDATED DAMAGES: NO. DAYS _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE CONTRACTOR) _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

APPLICATION FOR PAYMENT NO. 3 - RETAINAGE RELEASE

To: HIDALGO COUNTY (OWNER)
From: TEXAS CORDIA CONSTRUCTION, LLC (CONTRACTOR)
Contract: C-CAP-12-112-12-28
Project: ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 2 AND 3 SUBDIVISION
Owner's Contract No. C-CAP-12-112-12-28 Engineer's Project No. _____
For Work accomplished through the date of: January 4, 2014

1. Original Contract Price:			$232,566.82
2. Net change by Change Order and Written Agreements(+or-):			$792.76
3. Current Contract Price (1 plus 2):			$233,359.58
4. Total completed and stored to date:			$233,359.58
5. Retainage (per Agreement):			
10%	of completed Work:	$0.00	
	of stored material		
	Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)			$233,359.58
7. Less previous Application for Payments:			$210,023.62
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$23,335.96

Accompanying Documentation:

REQ# 232784 P.O.# 689808
3-1312-206-00-000-044-0-000→$23,335.96
RTNG PAYABLE-TEXAS CORDIA CONSTRUCTION

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-Ret Release 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: 1/30/2014

TEXAS CORDIA CONSTRUCTION, LLC
CONTRACTOR

Yara M. Corbitt, President

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 30th day of January, 2014

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Notary Public
My Commission expires: 12/03/2017

TEDSI Infrastructure Group Inc
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 02/03/2014

Jose A .Sanchez, P.E.

Texas Cordia Construction, LLC Contractor Name
04-17-2013 Starting Date
09-29-2013 Project Ending Date
10% Retainage Percent

Application No: **3-RETAINAGE RELEASE**
Application Date: **01-29-2014**
Period To: **01-04-2014**
Engineer Firm: **TEDSI Infrastructure Group Inc**

Summary

CSJ#	Project Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C-1080-230	Dimas 2&3	$232,566.82	$233,359.58	$229,545.85	$3,813.73	$233,359.58	$0.00	$23,335.96	$210,023.62	$233,359.58	$23,335.96

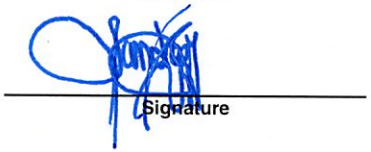
Texas Cordia Construction, LLC Contractor Name
04-17-2013 Starting Date
09-29-2013 Project Ending Date
Road & Drainage Construction for Dimas 2 & 3 Subdivision Engineer's / County Project Description

Application No.: 3-RETAINAGE RELEASE
Application Date: 01-29-2014
Period To: 01-04-2014
Engineer's/County Project No.: C-CAP-12-112-12-28

No.	Item Code	Description	Unit	Original Rates	Original Schedule Value		Revised Rates	Revised Schedule		First Month			Second Month			Third Month			Total to Date	Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
		(905) ROADWAY																			
1	0100	PREPARING ROW	STA	$153.81	22.78	$3,503.79	$153.81	22.78	$3,503.79	22.78	22.78	$3,503.79		22.78	$0.00				$3,503.79	0	$0.00
2	0110	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$6.70	1927	$12,910.90	$6.70	1450	$9,715.00	1450	1450	$9,715.00		1450	$0.00				$9,715.00	0	$0.00
3	0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$5.31	71	$377.01	$5.31	71	$377.01	71	71	$377.01		71	$0.00				$377.01	0	$0.00
4	0164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	SY	$0.83	6894	$5,722.02	$0.83	6894	$5,722.02	6894	6894	$5,722.02		6894	$0.00				$5,722.02	0	$0.00
5	0168	VEGETATIVE WATERING	MG	$3.96	206.9	$819.32	$3.96	206.9	$819.32	206.9	206.9	$819.32		206.9	$0.00				$819.32	0	$0.00
6	0247	FL BS (CMP IN PLC)(TY E GR 4)(FNAL POS)	SY	$6.18	7223	$44,638.14	$3.94	7223	$28,458.62	7223	7223	$28,458.62		7223	$0.00				$28,458.62	0	$0.00
7	0260	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	$261.16	54.3	$14,180.99	$261.16	54.3	$14,180.99	54.3	54.3	$14,180.99		54.3	$0.00				$14,180.99	0	$0.00
8	0260	LIME TRT(NEW BASE)(8")	SY	$1.17	7223	$8,450.91	$0.97	7223	$7,006.31	7223	7223	$7,006.31		7223	$0.00				$7,006.31	0	$0.00
9	0310	PRIME COAT (MC-30)	GAL	$5.89	1228	$7,232.92	$5.89	1228	$7,232.92	1228	1228	$7,232.92		1228	$0.00				$7,232.92	0	$0.00
10	0340	D-GR HMA(METH) TY-D SAC-B PG64-22	SY	$10.31	6136	$63,262.16	$10.31	6136	$63,262.16	6136	6136	$63,262.16		6136	$0.00				$63,262.16	0	$0.00
11	0500	MOBILIZATION	LS	$4,432.70	1	$4,432.70	$4,432.70	1	$4,432.70	1	1	$4,432.70		1	$0.00				$4,432.70	0	$0.00
12	0502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,899.00	3	$5,697.00	$1,899.00	3	$5,697.00	3	3	$5,697.00		3	$0.00				$5,697.00	0	$0.00
13	0644	INS SM SN SUP&AM TY 10BWG(2)SA(P)	EA	$484.83	6	$2,908.98	$484.83	9	$4,363.47	6	6	$2,908.98	3	9	$1,454.49				$4,363.47	0	$0.00
14	0666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	$0.35	4263	$1,492.05	$0.35	4263	$1,492.05	4263	4263	$1,492.05		4263	$0.00				$1,492.05	0	$0.00
15	0666	REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	$8.31	36	$299.16	$8.31	36	$299.16	36	36	$299.16		36	$0.00				$299.16	0	$0.00
16	0666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	LF	$0.42	490	$205.80	$0.42	490	$205.80	490	490	$205.80		490	$0.00				$205.80	0	$0.00
17	0666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	$0.44	610	$268.40	$0.44	610	$268.40	610	610	$268.40		610	$0.00				$268.40	0	$0.00
18	0251	REWORK BS MTL(TY D)(8")(DENS CONT)	SY			$0.00	$1.51	5066	$7,649.66	5066	5066	$7,649.66		5066	$0.00				$7,649.66	0	$0.00
19		TY III BARRICADES MODIFICATIONS	EA				$38.50	9	$346.50		0	$0.00	9	9	$346.50				$346.50	0	$0.00
20		REMOBILIZATION SDWK+PIPE+EMBANKMENT	LS				$850.00	1	$850.00		0	$0.00	1	1	$850.00				$850.00	0	$0.00
21		RELOCATE MAILBOX	EA				$150.00	1	$150.00		0	$0.00	1	1	$150.00				$150.00	0	$0.00
		Total Roadway				**$176,402.25**			**$166,032.88**			**$163,231.89**			**$2,800.99**				**$166,032.88**		**$0.00**
		(906) DRAINAGE																			
1	0132	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CY	$0.00	0	$0.00	$5.31	6	$31.86		0	$0.00	6	6	$31.86				$31.86	0	$0.00
2	0464	RC PIPE (CL III)(18 IN)	LF	$31.50	156	$4,914.00	$31.50	156	$4,914.00	156	156	$4,914.00		156	$0.00				$4,914.00	0	$0.00
3	0506	TEMPORARY SEDIMENT CONTROL FENCE	LF	$10.87	78	$847.86	$10.87	78	$847.86	78	78	$847.86		78	$0.00				$847.86	0	$0.00
4	0530	DRIVEWAY (CONC)	SY	$42.92	537	$23,048.04	$42.92	662	$28,413.04	662	662	$28,413.04		662	$0.00				$28,413.04	0	$0.00
5	0530	DRIVEWAY (ACP)	SY	$20.29	423	$8,582.67	$20.29	484	$9,820.36	484	484	$9,820.36		484	$0.00				$9,820.36	0	$0.00
6	0531	CONC SIDEWALKS (4")	SY	$58.04	20	$1,160.80	$58.04	31	$1,799.24	20	20	$1,160.80	11	31	$638.44				$1,799.24	0	$0.00
7	0481	PVC PIPE (SDR-35)(15 IN)	LF	$24.46	720	$17,611.20	$24.46	879	$21,500.34	865	865	$21,157.90	14	879	$342.44				$21,500.34	0	$0.00
		Total Drainage				**$56,164.57**			**$67,326.70**			**$66,313.96**			**$1,012.74**				**$67,326.70**		**$0.00**
		TOTAL BASE AMOUNTS:				**$232,566.82**			**$233,359.58**			**$229,545.85**			**$3,813.73**				**$233,359.58**		**$0.00**

Jose A. Sanchez
Print Name

1/29/2014
Date



Signature

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 26th DAY OF NOVEMBER 2013 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 12-28-2012
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Road & Drainage Construction for Dimas 2 and 3 Subdivision

CONTRACT NO: C-CAP-12-112-12-28
Located in or near the City/Precinct of Hidalgo County Pct 1

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	$232,566.82
Present Amount of Contract	$233,359.58
Total Amount of earned to Date	$233,359.58
Less: previous payments	$210,023.62
Balance	$ 23,335.96
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 23,335.96

6. That the final payment in the amount of $23,335.96 is now due and payable.

Jose A. Sanchez, P.E.
Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC
Contractor's Name

By: _____
Yara M. Corbitt, P.E.

Title: President

CONCURRED BY:

_____
Hidalgo County Judge

AI-42917 **Purchasing Department 9. G.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Renan Ramirez, IT Director **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to continue annual Client Support and Software Update Service (Legacy M-S) Agreement with Tyler Technologies, Inc. in the quarterly amount of $16,853.00 arising from the original purchase from 1997.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Funding available as of 2-13-14

Attachments

legal review

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/13/2014 03:30 PM
Budget & Management	Debbie Tamez	02/13/2014 03:40 PM
Manuel Chapa	Manuel Chapa	02/13/2014 05:03 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Rocio Villarreal Started On: 01/29/2014

Final Approval Date: 02/14/2014

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Software Update Agreement for Hidalgo County

From : Steve Crain <scrain@atlashall.com> Mon, Apr 08, 2013 04:09 PM
Subject : RE: Software Update Agreement for Hidalgo County 1 attachment
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

You need to evaluate 8a to determine whether this is acceptable.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, April 08, 2013 3:46 PM
To: Steve Crain
Subject: Fwd: Software Update Agreement for Hidalgo County

Mr. Crain:

Can you please review agreement. Included below is an email is the response on changes requested prior by you. Thank you.

ROCIO VILLARREAL
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work

From: "Tammi Earnheart" <Tammi.Earnheart@tylertech.com>
To: "rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, April 8, 2013 3:01:39 PM
Subject: RE: Software Update Agreement for Hidalgo County

Hi Rocio,

Attached is the updated contract. Per our discussion, section 8a is the item we could not remove in its entirety. The furthest we can go is double our contract value. Let me know if there are additional questions.

Thanks,
Tammi

Tammi Earnheart
Senior Support Manager, Operations
P: 972.713.3770 ext. 113487

From: Earnheart, Tammi
Sent: Tuesday, March 26, 2013 9:41 AM
To: rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)
Cc: 'Edna Kirby' (edna.kirby@co.hidalgo.tx.us)
Subject: RE: Software Update Agreement for Hidalgo County

Hi Rocio,

I left you another message this morning. Please give me a call to discuss the contract changes you requested.

1.800.966.6999 x113487

Thank you,
Tammi

From: Earnheart, Tammi
Sent: Monday, March 18, 2013 4:39 PM
To: rocio.villarreal (rocio.villarreal@co.hidalgo.tx.us)
Cc: 'Edna Kirby' (edna.kirby@co.hidalgo.tx.us)
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

I left a message on your voicemail around 2pm today regarding the contract changes. Please call me at your earliest convenience.

972.713.3770 x113487
or 1-800-966-6999 x113487

Tammi

From: Earnheart, Tammi
Sent: Friday, March 15, 2013 3:08 PM
To: rocio.villarreal
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

Our legal team has completed their review of your legal counsel's request. This request is now pending approval from our VP of Support who is out of the office this week. I have it on his list to review first thing Monday morning. I'll provide you an update on Monday.

Tammi

From: McGrath, Brian
Sent: Monday, March 11, 2013 9:10 AM

To: rocio.villarreal
Cc: 'Edna Kirby'; Earnheart, Tammi
Subject: RE: Software Update Agreement for Hidalgo County

Rocio,

Tammi Earnheart is taking ownership of contract updates for Tyler. She is currently working with our legal time to assess the modifications requested below.

I've spoken with Tammi, and she will contact you by the end of this week with a status update. I have copied her on this e-mail for your convenience.

Brian McGrath
Senior Manager, Texas E-Filing, Odyssey File & Serve
P: 972.713.3770 ext: 113213

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 07, 2013 4:53 PM
To: McGrath, Brian
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Mr. McGrath:

I spoke to our legal counsel and has corrected his request for the following:

1. Delete Paragraph 8a
2. Delete Paragraph 9e and 9f add at the end of sentence, "This Agreement is performable in Hidalgo County, Texas."
3. After deletion of 9e, 9f will then become 9e

If you have any questions please feel free to contact me.

Thank you.
Rocio V.

From: McGrath, Brian [mailto:Brian.McGrath@tylertech.com]
Sent: Thursday, March 07, 2013 12:06 PM
To: rocio.villarreal
Cc: 'Edna Kirby'
Subject: RE: Software Update Agreement for Hidalgo County

Mr. Villarreal,

I will review this with our legal team and let you know what might be done.

You mentioned deleting paragraph 8e. Did you mean a separate paragraph? 8e does not exist as of yet.

Brian McGrath
Senior Manager, Texas E-Filing, Odyssey File & Serve
P: 972.713.3770 ext: 113213

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, March 07, 2013 12:02 PM
To: McGrath, Brian
Cc: 'Edna Kirby'
Subject: Software Update Agreement for Hidalgo County

Mr. McGrath:

Hidalgo County legal counsel has requested the following modifications to the agreement:

1. Delete numbered paragraph 8a and 8e. Insert new paragraph 8e to read: "This Agreement is performable in Hidalgo County, Texas."

Can you please advise if the modification can be done, and if so please provide a revise Service agreement so we may process for Commissioners' Court approval.

Thank you.





image001.jpg
12 KB

Client Support and Software Update Services Agreement

Client Installation Location:
Hidalgo County Courthouse
Edinburg, Texas

Commencement Date: 1/1/2014
System Administrator: Renan Ramirez
Phone Number: (956) 318- 2151

Tyler Technologies, Inc. ("Tyler") agrees to provide and **Hidalgo County, Texas** ("Client") agrees to accept Client Support and Software Update Services on the item(s) listed below, at the quarterly charge indicated. The terms and conditions of this Agreement are set forth on the face hereof and in the Terms and Conditions appearing on the reverse side of this agreement.

Software Product Description	Quarterly Charge
Criminal Case Management — County-wide	$2,981
Court Administration – County-wide	$1,894
Sheriff	$2,981
CID	$315
CJIS – County-wide	$347
CJIS – EDR	$725
Justice of the Peace with Electronic Conviction Reporting	$2,898
Word Merge	$126
Mugshots	$367
Prosecutor	$1,041
Server & Systems Support (Hardware)	$308
Child Support	$1,960
Hot Checks	$910
This agreement shall become a binding contract between the parties when accepted by the signature of an officer of Tyler at its home office. CLIENT IS ADVISED TO READ THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS AGREEMENT BEFORE SIGNING BELOW.	**Total Quarterly Charge** **$ 16,853**

Client	**Tyler Technologies, Inc.**
Contact Name (Print)	Contact Name (Print)
Title/Position	Title/Position
Authorized Signature	Authorized Signature
Date	Date

Terms and Conditions

1. Definitions
(a) Equipment. The computer hardware, including the central processing unit on which Software is installed, and any other Tyler supplied peripheral equipment at the location of software installation.

(b) Software. Any Software product licensed to Client by Tyler under a separate agreement for which Tyler offers its Client Software Update and Client Support services, which Software is identified in writing on the face of this document. Software may include machine readable code (object code) written in any language on any media, source code of listing, and any improvements, modifications, enhancements, changes or updates to such code or listings provided to Client by Tyler.

(c) System. The Equipment and the Software that are defined in 1(a) and 1(b) above.

2. Term
(a)This Agreement is effective from the Commencement Date and shall continue for an initial term of six months. After the initial term, this Agreement shall remain in force until terminated by either party for any or all the products listed on the face of this agreement upon ninety days (90) prior written notice to the other party.

3. Eligibility for Service Agreement
(a) Software is eligible for inclusion under this Agreement immediately upon Tyler's installation of Software, expiration of Tyler's Software warranty, or expiration of an existing Tyler Software Update and Client Support Service Agreement.

(b) Service under this Agreement is contingent upon:

(1) The Software being unmodified and properly maintained at the latest Tyler revision.

(2) The System containing at least the minimum hardware configuration and prerequisite software as specified by Tyler.

(3) All Software being covered by Software warranty or by this Agreement, if such coverage is available. Software licensed after the Commencement Date of this Agreement may be subject to additional charge(s) for coverage under this Agreement.

4. Service Responsibilities of Tyler
For the charges stated herein, Tyler shall provide the following Software Update and Client Support services:

(a) Software updates and enhancements to the covered Software made generally available by Tyler to its Clients during the term of this Agreement shall be provided as product releases on Tyler's standard media. Software updates and enhancements include:

(1) Program modifications required due to legislative changes.

(2) Program changes required to use Tyler's standard forms.

(3) Fixes to reported software problems.

(4) General enhancements to covered Software, which Tyler deems to be included in the standard system.

(b) Improvements and revisions to reference manuals or documentation made generally available by Tyler to its Clients during the term of this agreement.

(c) Remote diagnostics of problems with covered Software.

(d) Periodic review of outstanding enhancement requests and bug reports.

(e) Telephone assistance, telephone number(s) will be provided to the Client. Contact to enable communication with a Tyler Specialist during the hours of 8:30 AM to 5:00 PM. local Dallas, Texas time, Monday through Friday, exclusive of Tyler holidays. Tyler will use reasonable efforts to respond to the Client Contact call within four working hours assisting with:

(1) Identifying, verifying, and resolving problems in the Software.

(2) Identifying and verifying problems with the Equipment used in connection with the Software.

(3) Installation of Software releases.

5. Services Not Included
(a) No on-site Software Updates or Client Support services are included under this Agreement. Any on-site service requested by the Client or required due to software changes, operating system upgrades, training, or other assistance will be provided at Tyler's per-call rates and terms then in effect.

(b) Services not covered by this Agreement include, but are not limited to, failure of Equipment, failure of non-Tyler supplied software, failure of Software caused by non-Tyler provided hardware, failure of Software due to Equipment operation, catastrophe, fault, or negligence of Client, operation error, improper use or misuse of the System or any part thereof, or any other causes beyond the control of Tyler and occurring without the fault or negligence of Tyler.

6. Responsibilities of Client

(a) Client agrees to appoint a System Administrator to be responsible for the overall operation of the System and individual Product Administrator(s) to be responsible for the operation of each product identified on the face of this agreement to function as the primary contact between Client and Tyler.

(b) Client acknowledges all Software changes, improvements, enhancements or updates (and each of them) provided by Tyler are subject to the same License Agreement under which Client obtained a license to the Software, including all terms and conditions thereof, and Client agrees to abide by such License Agreement.

(c) Client agrees to maintain the Software to the latest revision level.

(d) Client agrees to provide adequate training to its employees and further agrees to assign to the use of the system only those employees who have received adequate training.

(e) Client agrees to allow remote access by Tyler for purposes of software support including VPN access.

7. Charges
(a) Charges will be invoiced each quarter in advance and will be payable on the first day of the quarterly service period for which the Tyler invoice is rendered.

(b) Charges for the preparation of each release will be invoiced at such time as the release is prepared at Tyler's then current release charge.

(c) Charges do not include any tax or other governmental impositions including, without limitation, sales and use tax. All such cost, if any, shall be invoiced separately to client, and client shall pay the same.

8. Limitation of Liability and Warranty
(a) Tyler's liability for damages arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to two (2) times the total charges paid or payable during one (1) year under this Agreement.

(b) No action arising out of or in connection with this Agreement whether based on a theory of contract or tort, including negligence and strict liability, may be brought or instituted by either party more than two (2) years after the cause of action accrues.

(c) In no event shall Tyler be liable to Client for (i) indirect, remote, incidental, special, exemplary, punitive or consequential damages, (ii) damages due to causes beyond the reasonable control of Tyler or (iii) damages resulting from loss of use of the System or any part thereof, loss or damage to Client source data, loss of revenue or destruction, or loss of materials provided to Tyler by client.

(d) THE RIGHTS AND REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. Tyler DISCLAIMS ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR INTENDED PURPOSE.

9. General
(a) Client recognizes that Tyler invests considerable time and expenses in training Tyler employees. Should Client directly or indirectly contract with or hire any Tyler employee, Client shall immediately pay to Tyler four (4) month's salary for each employee hired or contracted with and Tyler shall be entitled to any other modification or amendment to this agreement as shall be equitable under the circumstances.

(b) If either party neglects, fails or refuses to perform any of its obligations under this Agreement, and such failure continues for a period of twenty (20) days after written notice thereof, the other party shall have the right to discontinue performance and the right to terminate this Agreement.

(c) This Agreement supersedes all prior Software Update and Client Support service agreements and understandings between the parties with respect to any services covered by this Agreement, and may not be changed except by written instrument signed by both parties unless specifically permitted herein to the contrary and may not be terminated except by written notice.

(d) It is expressly understood and agreed that if either party, on any occasion fails to perform any term of this Agreement, and the other party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on another occasion.

(e) This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Texas. This Agreement is performable in Hidalgo County, Texas.

10. Entirety of Agreement and Amendments.
(a)This Service Agreement contains all of the representations, warranties, and promises of the parties relating to the subject matter hereof, whether oral or written, and supersedes all representations, warranties, and promises of the parties relating to the subject matter hereof which predate this Service Agreement.

(b)This Service Agreement may only be amended, modified or changed by written instrument signed by both parties hereto.

AI-42943 **Purchasing Department 9. H.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. P. Villarreal, Jr.-HCTAC Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office-San Juan:

Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio SP 5200S through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-1674 through Requisition #250492 in the amount of $69.06/month-equipment & B/W impressions @ $21.50/month-service with a total of $90.56/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-15-140-001-0-432/601/780

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 250492 as of 2-13-14 $1,005.60 for RICOH USA, INC.

Attachments

Quote & Price verification

Capital Log Sheet

Requisition

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 05:22 PM
Budget & Management	Debbie Tamez	02/13/2014 09:49 AM
Manuel Chapa	Manuel Chapa	02/13/2014 11:55 AM
Auditor's Office	Monica Badillo	02/13/2014 01:26 PM
Matilde Faz	Matilde Faz	02/13/2014 01:29 PM

Form Started By: Matilde Faz Started On: 01/31/2014 09:05 AM

Final Approval Date: 02/13/2014

Proposal for Document Copying & Printing Solutions

Req# 250492



Hidalgo County
Tax Assessor



PREPARED BY:

Aissa Garcia – Account Executive

Mobile: (956) 607-6465

Fax: (956) 687-2012

Email: Aissa.Garcia@ricoh-usa.com

Proposal Submitted: January 22, 2014

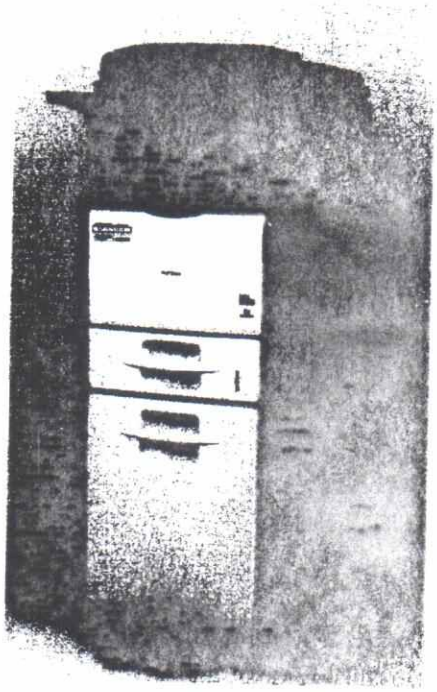
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Ricoh SP5200S

Black/White Multifunctional Device



Key Features



- 47-PPM monochrome
- 650-sheet paper capacity
  (1 – 550 Sheet Paper Trays and 1 – 100 Sheet Bypass)
- DOSS (Data Overwrite Security System) is standard
  For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured print and scan; providing both black & white & color scanning
- Warm up time of less than 20 seconds
  First print speed at 7.5 seconds or less
- ESP power filter
- Up to 59-lb bond
- 600 x 600 dpi resolution
- Energy Star® compliant

DIR Contract - Investment Details for 36 Months

Item #	Equipment Breakdown	DIR Purchase Pricing	36 Month Pricing	
488	1. Ricoh Aficio SP 5200S	$1,857.00	$56.64	Hidalgo Budget Code
491	ESP XG-PCS-15D - Digital Network Powerfilter	$150.00	$4.58	
492	Network Print/Scan Connection	$150.00	$4.58	
495	Tall Cabinet Type C	$107.00	$3.26	
	Equipment Totals	$2,264.00	$69.06	432-Eq.
	Service (2,500 B/W impressions monthly @ $0.0086)		$21.50	780-Svc.
	Overages billed quarterly. B/W @ $0.0086			
	TOTAL MONTHLY PAYMENT FOR 1 SP5200S:		$90.56	

(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

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www.ricoh-usa.com







Please direct any questions on this proposal to:

Aissa Garcia – Account Executive
Mobile: (956) 607-6465
Fax: (956) 687-2012
Email: Aissa.Garcia@ricoh-usa.com

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RICOH USA
P.O. Box 650073
Dallas, TX 75265-0073
HIDALGO COUNTY VENDOR: 211567

RICOH
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Hidalgo County Tax Assessor

January 22, 2013

Account Executive: Aissa Garcia

Line Item #	Quantity	Unit	Description	Unit Price	Ext. Price
1	11	Month	Ricoh Aficio SP 5200S #406851 (Quantity 1) - $56.64 ESP XG-PCS-15D - Digital Network Powerfilter - $4.58 Network Print/Scan Connection - $4.58 Tall Cabinet Type C - $3.26	$ 69.06	$ 759.66
2	11	Month	Monthly B/W Service/Maintenance (2,500 B/W Impressions monthly @ $0.0086)	$ 21.50	$ 236.50
			Lease Term 36 Months 11 Months remaining in the fiscal year: 02/01/14 - 12/31/14 Delivery requested on or before 02/28/14 Delivery Contact: Mary Garcia-Jackson Service/Maintenance Includes 7,500 B/W Clicks Pooled Quarterly Overages billed quarterly. B/W overages @ $0.0086 Gold Service Entitlements Includes: Parts, Labor, Toner & Staples Service/Maintenance is $64.50/Quarterly, Billed monthly @ $21.50 *Equipment is to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract No. DIR-SDD-1674 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement." Ship to: Hidalgo, County of Tax Assessor 2804 S. Business Hwy. 281 Edinburg, TX 78539 Phone: 956 - 318 - 2157 Fax: 956 - 318 - 2733 Contact: Mary Garcia-Jackson Bill to: Hidalgo, County of Tax Assessor PO Box 178 Edinburg, TX 78540 REMIT TO: RICOH USA P.O. Box 650073 Dallas, TX 75265-0073		
				TOTALS	$ 90.56	$ 996.16

RICOH

Texas DIR

Purchase / Lease / Full Maintenance

Schedule B to

Ricoh Master Pricing Agreement

Contract #: DIR-SDD-1674

Copies Prints Developments Per Minute	Ricoh Equipment and Options Prices Per Unit	Ricoh Product Code EDP	Contract Equipment Purchase Price	FMV Lease 24 Month Payments	FMV Lease 36 Month Payments	FMV Lease 48 Month Payments	FMV Lease 60 Month Payments	Service B&W CPC
	MULTIFUCTION B&W							
47	**Ricoh SP 5200S****	406851	**$1,857**	**$80.97**	**$56.64**	**$46.52**	**$40.89**	**0.0086**
52	**Ricoh SP 5210SF****	406852	**$2,460**	**$107.26**	**$75.03**	**$61.62**	**$54.17**	**0.0086**
52	**Ricoh SP 5210SR****	406853	**$2,533**	**$110.44**	**$77.26**	**$63.45**	**$55.78**	**0.0086**
	ESP XG-PCS-15D	006428MIU	150	6.54	4.58	3.76	3.30	
	Network & Scan - Printer	PS-NWSCPR	150	6.54	4.58	3.76	3.30	
	Paper Feed Unit TK1090**	406599	214	9.33	6.53	5.36	4.71	
	Paper Feed Unit TK1100 with Casters**	406600	233	10.16	7.11	5.84	5.13	
	Tall Cabinet Type C	100466FNG	107	4.67	3.26	2.68	2.36	
	Medium Cabinet Type D	100467FNG	104	4.53	3.17	2.61	2.29	
	Memory, Controller and Interface Options							
	Fax Option Type SP5200**	406594	237	10.33	7.23	5.94	5.22	
	IEEE802.11a/g Wireless Type J	414008	302	13.17	9.21	7.57	6.65	
	Gigabit Ethernet Board Type A	402547	300	13.08	9.15	7.52	6.61	
	|Bluetooth Interface Unit Type D (limited availability)	415818	224	9.77	6.83	5.61	4.93	
	32MB Memory 400dpi/SAF	001342MIU	37	1.61	1.13	0.93	0.81	

Plan Options	
Supplies Included	Delivery & Installation Hardware
Yes	Included
Yes	Included
Yes	Included

Capital Lease Versus Operating Lease Test
2014

Indicates calculated field
Mandatory Field
Complete if indicated in lease documentation

										1	2	3a	3b	4a	4b	
CC Date	Dept. No.	Installation Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Lease Term Start Date	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Months	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
1/21/2014	220			Facilities Mgmt.	248884	DIR-1674		MP C4503	$156.22	N	N	36	60	$5,623.92	$5,122.00	Capital Lease
2/4/2014	180			County Clerk	250124	Open Mkt		Contex SD3615	$238.05	N	N	36	60	$8,569.80	$6,920.00	Capital Lease
2/18/2014	11			449th District Court	249560	DIR-1674		Ricoh MP C4503	$193.04	N	N	36	60	$6,949.44	$6,329.00	Capital Lease
2/18/2014	140			Tax Office-San Juan	250492	DIR-1674		Ricoh SP5200S	$69.06	N	N	36	60	$2,486.16	$2,264.00	Capital Lease
										N	N		60	$0.00		
										N	N		60	$0.00		

Requisition

Req # 00250492

PO #

Date: 01/22/14

Consent #42943 2/18/14

Bill To: x
x

Vendor : 211567

GE CAPITAL INFORMATION TECHNOLOGY SOI
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-36

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1674		
		DO NOT DUPLICATE ORDER		
10.00	MONTH	CO NEW 36 MONTH (CAPITAL) COPIER LEASE TERM RICOH SP5200S BLACK/WHITE MULTIFUNCTIONAL DEVICE KEY FEATURES: 47-PPM MONOCHROME 650- SHEET PAPER CAPACITY (1-550 SHEET PAPER TRAYS AND 1 - 100 SHEET BYPASS) DOSS (DATA OVERWRITE SECURITY SYSTEM) IS STANDARD FOR ISO 15408 COMPLIANCE SCAN TO/PRINT FROM USB/SD CARD CONFIGURE PRINT AND SCAN; PROVIDNG BOTH BLACK & WHITE & COLOR SCANNING WARM UP TIME OF LESS THAN 20 SECONDS FIRST PRINT SPEED AT 7.5 SECONDS OR LESS ESP POWER FILTER UP TO 591b BOND 600 X 600 DPI RESOLUTION ENERGY STAR COMPLIANT	56.64	566.40
		EQUIPMENT BREAKDOWN:		
10.00	MONTH	CO ESP XG-PCS-15D - DIGITAL NETWORK POWERFILTER	4.58	45.80
10.00	MONTH	CO NEWTWORK PRINT/SCAN CONNECTION	4.58	45.80
10.00	MONTH	CO TALL CABINET TYPE C	3.26	32.60
10.00	MONTH	CO SERVICE (2,500 B/W IMPRESSIONS MONTHLY @$0.0086	21.50	215.00
1.00	YEAR	CO OVERAGES BILLED QUARTERLY B/W @ $0.0086	100.00	100.00
		Account No	Encumbrance	
		4-1100-415-15-140-001-0-432	690.60	
		4-1100-415-15-140-001-0-601	100.00	
		4-1100-415-15-140-001-0-780	215.00	
			Freight	.00
		EQUIPMENT WILL BE FOR THE SAN JUAN OFFICE: 509 EAST EARLING RD SAN JUAN, TX 78589 (956)-283-1645 EXT 2462 CONTACT: KRISTI TORRES	Total	1,005.60

Authorized By: _____

Requisition

Req # 00250492

PO #

Date: 01/22/14

Bill To: x
x

Vendor : 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH AMERICAS CORPORATION
P.O. BOX 650073
DALLAS TX 75265

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		BILLING ADDRESS: HIDALGO COUNTY TAX OFFICE ATTN: MARY GARCIA-JACKSON 2804 S. BUS HWY 281 EDINBURG, TX 78539 (956) 289-7472 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-43047 **Purchasing Department 9. I.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Comm. Joe Flores-HC Pct #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324718-$44,712.50 for "FM 494-Shary Road Project
2. Invoice No. 11324719-$60,580.00 for "Mile 3";
3. Invoice No. 11324722-$7,775.66 for "Tom Gill/Liberty Rd Project";
4. Invoice No. 11324725-$124,725.00 for "Liberty Road Project";
5. Invoice No. 11324729-$4,250.00 for "La Homa ROW"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-123-105-0-841

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

BUDGETARY IMPACT:

PO# 702309
INVC# 11324718

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-045-0-841/711

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

BUDGETARY IMPACT:

PO# 671613
INVC# 11324729

FISCAL YEAR: 2014 ACCT. #: 4-1342-431-00-123-100-0-841/731/711

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

BUDGETARY IMPACT:

PO# 683229
INVC# 11324722

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-123-100-0-841/731/711

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

BUDGETARY IMPACT:

PO# 700240
INVC# 11324725

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-123-051-0-841/731

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

BUDGETARY IMPACT:

PO# 700622
INVC# 11324719

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 07:02 PM
Budget & Management	Debbie Tamez	02/13/2014 09:36 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 03:00 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Rocio Villarreal Started On: 02/05/2014 04:14 PM

Final Approval Date: 02/14/2014

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324718
INVOICE DATE: 01/31/14

SIGN: _____
REQ# 248318
PO# 702309

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131201
FM494 - Shary Road Project
WA#1 - P.O.#702309

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2014.						
11005-Prl Comp. Util	18,000.00	1,800.00	1,800.00	3,600.00	20.0	14,400.00
11006-Design Schem	293,625.00	29,362.50	29,362.50	58,725.00	20.0	234,900.00
11007-Upd Sch TxDt C	30,000.00				0.0	30,000.00
11008- Eng Tech Supp	24,000.00	2,400.00		2,400.00	10.0	21,600.00
11009-Eng Sch/Pub He	12,000.00				0.0	12,000.00
12001-EA Reports	95,000.00	9,500.00	4,750.00	14,250.00	15.0	80,750.00
12002-Pub Invmt/Mtg	25,000.00	2,500.00	2,500.00	5,000.00	20.0	20,000.00
12003-Pub Invmt/Hear	25,000.00				0.0	25,000.00
12080-Arch & Hist	30,000.00				0.0	30,000.00
13001-Owner Data/Sch	21,000.00	2,100.00	2,100.00	4,200.00	20.0	16,800.00
15001-Field Srvy	4,949.00				0.0	4,949.00
15010-Field Srvy/Sub	107,851.00				0.0	107,851.00
16101-Hydro Map	42,000.00	4,200.00	4,200.00	8,400.00	20.0	33,600.00
TOTALS:	728,425.00	51,862.50	44,712.50	96,575.00	13.3	631,850.00

ORIGINAL CONTRACT SUM	$	728,425.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	728,425.00
TOTAL COMPLETED TO DATE	$	96,575.00
LESS PREVIOUS INVOICES	$	51,862.50
CURRENT PAYMENT DUE	$	44,712.50

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 2/3/14
GOODS/SERVICES RECEIVED BY
_____ ON 1/31/14

4-1303-431-00-123-105-0-341

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324729
INVOICE DATE: 01/31/14

SIGN: _____
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 January 2014.						
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	218,050.00	3,150.00	221,200.00	90.3	23,800.00
60500-Clsng Srvs Fee	14,000.00	7,098.00	1,100.00	8,198.00	58.6	5,802.00
TOTALS:	983,000.00	841,148.00	4,250.00	845,398.00	86.0	137,602.00

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	845,398.00
LESS PREVIOUS INVOICES	$	841,148.00
CURRENT PAYMENT DUE	$	4,250.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY _____ ON 2/3/14
GOODS/SERVICES RECEIVED BY _____ ON 1/31/14

4-1342-431-00-123-045-0-841

MJ

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324722
INVOICE DATE: 01/31/14

SIGN: _____
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 January 2014.						
11005-Pre Comp Util	32,232.54	32,232.54		32,232.54	100.0	
11006-Design Schem	263,416.43	263,416.43		263,416.43	100.0	
11007-Prelim ROW	27,568.65	27,568.65		27,568.65	100.0	
12001-EA Reports	95,024.83	71,268.62		71,268.62	75.0	23,756.21
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	6,296.64		6,296.64	50.0	6,296.64
12070-Arch & Hist	41,780.40	26,749.67	7,775.66	34,525.33	82.6	7,255.07
16101-Hydro Map	37,568.78	37,568.78		37,568.78	100.0	
TOTALS:	567,770.36	522,686.78	7,775.66	530,462.44	93.4	37,307.92

ORIGINAL CONTRACT SUM	$	567,770.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	567,770.36
TOTAL COMPLETED TO DATE	$	530,462.44
LESS PREVIOUS INVOICES	$	522,686.78
CURRENT PAYMENT DUE	$	7,775.66

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 2/3/14
GOODS/SERVICES RECEIVED BY
_____ ON 1/31/14
4-B42.431-00-123-100-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324725
INVOICE DATE: 01/31/14

SIGN: _____
REQ# 245659
PO# 700240

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120802
Liberty Road Project
WA#2 - PO #700240
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2014.						
13002-ROW Mapping	25,200.00	7,560.00		7,560.00	30.0	17,640.00
13020-ROW Map/Sub	134,400.00	73,920.00		73,920.00	55.0	60,480.00
15001-Field Survey	68,560.00	20,568.00	6,856.00	27,424.00	40.0	41,136.00
15010-Field Srvy/Sub	113,840.00	53,667.00	17,889.00	71,556.00	62.9	42,284.00
16001-Geometric Degn	765,800.00	229,740.00	76,580.00	306,320.00	40.0	459,480.00
16006-Plans to TxDot	135,000.00	27,000.00	13,500.00	40,500.00	30.0	94,500.00
16107-Drnage Dsgn Rd	54,000.00	16,200.00	5,400.00	21,600.00	40.0	32,400.00
16308-Permited Utili	45,000.00	13,500.00	4,500.00	18,000.00	40.0	27,000.00
TOTALS:	1,341,800.00	442,155.00	124,725.00	566,880.00	42.2	774,920.00

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,341,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,341,800.00
TOTAL COMPLETED TO DATE	$	566,880.00
LESS PREVIOUS INVOICES	$	442,155.00
CURRENT PAYMENT DUE	$	124,725.00

INVOICE RECEIVED BY
_____ ON 2/3/14
GOODS/SERVICES RECEIVED BY
_____ ON 1/31/14

4-1303-431-00-123-100-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324719
INVOICE DATE: 01/31/14

SIGN: _____
REQ# 24640
PO# 700622

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131001
Mile 3 WA#1
WA#1 P.O.#700622
C-13-305-10-07

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of January 2014.						
11005-Prel Const.	70,000.00	14,000.00	7,000.00	21,000.00	30.0	49,000.00
11006-Design Schem	309,600.00	61,920.00	30,960.00	92,880.00	30.0	216,720.00
11007-Prl ROW Ownrsh	40,000.00	8,000.00	4,000.00	12,000.00	30.0	28,000.00
12001-EA Reports	160,000.00	24,000.00	3,200.00	27,200.00	17.0	132,800.00
12002-P.Inv Mtg/Hear	79,200.00	11,880.00	7,920.00	19,800.00	25.0	59,400.00
12007-Arch & Hist	65,000.00				0.0	65,000.00
12008-Pub Mtgs/Hear	54,000.00	5,400.00		5,400.00	10.0	48,600.00
16101-Hydro Map	45,000.00	9,000.00	4,500.00	13,500.00	30.0	31,500.00
16401-Coor w/Tx/FHWA	30,000.00	6,000.00	3,000.00	9,000.00	30.0	21,000.00
33001-Geotech Testin	20,000.00				0.0	20,000.00
TOTALS:	872,800.00	140,200.00	60,580.00	200,780.00	23.0	672,020.00

ORIGINAL CONTRACT SUM	$	872,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	872,800.00
TOTAL COMPLETED TO DATE	$	200,780.00
LESS PREVIOUS INVOICES	$	140,200.00
CURRENT PAYMENT DUE	$	60,580.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 2/3/14
GOODS/SERVICES RECEIVED BY
Lon Flow ON 1/3/14
4-1303-431-00-423-051-0-841

AI-43045 **Purchasing Department 9. J.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Comm. Joe Flores-HC Pct #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #14015-$5,115.00 from Javier Hinojosa Engineering, contracted engineer for "Paving Improvement for Marisol St., Ojo De Agua St. Regency Acres St."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Funding available through PO #693213, as of 2/13/2014.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 07:00 PM
Budget & Management	Debbie Tamez	02/13/2014 09:51 AM
Obdett Calzada	Obdett Calzada	02/13/2014 10:42 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Rocio Villarreal Started On: 02/05/2014 04:07 PM

Final Approval Date: 02/14/2014

SIGN: _____

REQ# 236402

PO# 693213

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 14015

Customer

Name: Hidalgo County Precinct No. 3
Address: 724 N. Breyfogle
City: Mission State: Texas Zip: 78572
Attention: Commissioner Joe M. Flores

Date: January 28, 2014

Project Name: Paving Improvements of Marisol Street, Ojo De Agua Street and Regency Acres Street

Description

Engineering services rendered for completion of the Preliminary Phase, completion of the Design Phase and towards completion of the Construction Phase for the Paving Improvements of Marisol Street, Ojo De Agua Street and Regency Acres Street.

P.O.#693213
Work Authorization No. 1
CONTRACT AMT.: $40,920.00

Scope of Services	Contract Amount	% Completed To Date	Total Due	Less Previous Payments	Amount Due This Request	Balance To Complete
Prelimnary						
Phase 25%	$10,230.00	100%	$10,230.00	$10,230.00	$0.00	$0.00
Design						
Phase 50%	$20,460.00	100%	$20,460.00	$20,460.00	$0.00	$0.00
Construction						
Phase 25%	$10,230.00	50%	$5,115.00	$0.00	$5,115.00	$5,115.00
TOTAL	$40,920.00	88%	$35,805.00	$30,690.00	$5,115.00	$5,115.00

TOTAL AMOUNT DUE THIS INVOICE: **$5,115.00**

Submitted By: Javier Hinojosa Engineering

Office Use Only

We Appreciate Your Business.

INVOICE RECEIVED BY
_____ ON 1/29/14
GOODS/SERVICES RECEIVED BY
_____ ON 1/29/14

4-1200-43/-00-123-005.0-731

AI-43034 **Purchasing Department 9. K.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of Invoice No. 1120-$3,543.98, from contracted vendor, Prodigy Construction Management, LLC- contract #C-13-276-09-10, construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO# 699379

Attachments

Invoice No. 1120

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 06:57 PM
Budget & Management	Debbie Tamez	02/13/2014 09:34 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 03:21 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Rocio Villarreal Started On: 02/05/2014 03:27 PM

Final Approval Date: 02/14/2014

PRODIGY CONSTRUCTION MANAGEMENT LLC

PRODIGY CONSTRUCTION MANAGEMENT
1335 E. Jasmine Ave
McAllen, TX 78501

(956) 800-1122x000
lisavasq@rgv.rr.com

RECEIVED
FEB 05 2014
Facilities Management

Invoice

Date	Invoice No.
11/14/2013	1120
Terms	Due Date
Net 30	12/14/2013

Bill To
Hidalgo County Facilities Management Hidalgo County 1st & 2nd Floor PCM #71013 Attn: Daniel Flores P.O. Box 1356 Edinburg, TX 78539 PO#699379 C-13-276-09-10

Amount Due	Enclosed
$3,543.98	

Basic Service Compensation amount: 3.5% of construction contract amount = 3.5% x 3,375,220.00 = $118,132.70

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO-DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Construction Management	$118,132.70	10%	$11,813.27	$8,269.28	$3,543.98

I certify that the above is true and correct to the best of my knowledge.

Alma Palacios 1/5/2014

Prodigy Construction LLC — Date

Owner — Date

Attest — Date

AI-43024 **Purchasing Department 9. L.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. C. Avila, HC Const-Pct 1 Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Constable Pct. #1:
Hon. Celestino Avila, Hidalgo County Constable PCT1 requests the removal of Asset #44614 - Inspiron 600M Laptop Computer with Serial Number 4MC9S81 due to theft and as further documented and supported in attached documentation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
Item fully depreciated.

Attachments

Affidavit/Police Report

Asset Depreciation Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 06:53 PM
Budget & Management	Debbie Tamez	02/13/2014 10:07 AM
Manuel Chapa	Manuel Chapa	02/13/2014 04:35 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Dagoberto Rios Started On: 02/05/2014 01:55 PM

Final Approval Date: 02/14/2014

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Constable Celestino Avila Jr., who after being duly sworn, deposes and says:

My name is Celestino Avila Jr. and I am Constable at the Hidalgo County Precinct 1 Department.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove item with County Asset number 44614 – Inspiron 600M Laptop Computer with Serial Number: 4MC9S81 due to theft and is no longer in this department's possession. After exhausting all efforts to locate this item by the Purchasing Department, it has been determined that this item is no longer physically present in this Department or part of our inventory.

This item has been reported stolen to the Mercedes Police department and a police report is on file.

The above is true and correct to the best of my knowledge.

Constable Celestino Avila Jr.

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 21 day of January, 2014.

NOTARY PUBLIC STATE OF TEXAS
JOE F ESPINOSA
My Commission Expires
August 28, 2017

NOTARY PUBLIC, State of Texas

Incident Report

MERCEDES POLICE DEPARTMENT **CFS #1201636** **Incident #1200701**

Administrative:

Date Reported: 2/16/2012 CFS#: 1201636

Location Address: **316 OHIO ST S**

City: MERCEDES State: TX Zip: 78570 District: 4 Beat: Grid:

Location: **MPD**

Occurrence From: 02/16/2012 @ 16:28 To: 02/16/2012 @ 16:38 Day of Week: Thu

Status Date: 2/16/2012 Status: ACTIVE

Type: 54 Description: MEET COMPLIANT / INFO

Reportee: **SANCHEZ, RAY** Address: 1902 JOE STEPHENS

Race: W Sex: M WESLACO, TX 78596

DOB: Age: Home Phone: Work Phone:

Mobile Phone:

additional officer: other agency:

validated = yes/no: Veh Forced Entry=Y/N:

COURT:

Source of Call: WALK IN Time Received: 16:21 Time Dispatched: 16:22 Time Arrived: 16:28 Time Cleared: 16:38

Reporting Officer 1 ID: FMURAD Name: MURAD, FERNANDO

Reporting Officer 2 ID: FMURAD Name: MURAD, FERNANDO

Investigating Officer ID: 6950 Name: RAMIREZ, GERARDO

Offense:

Offense: **BURGLARY OF VEHICLE**

Statute: 30.04(a) Code: PC Penalty: MA

Offense M.O.

Type of Location: RESIDENCE / HOME Forced: No

Point of Entry: Offender Used: Not Applicable

Method of Entry: Bias Motivation: ANTI-NONE

Family Violence: No Weapons Involved:

Victim:

Victim Type: POLICE OFFICER Business:

Name: **SANCHEZ, BLANCA** Address: 110 NORTH MICHIGAN

Race: W Sex: F MERCEDES, TX 78570

DOB: Age: Home Phone: Work Phone:

Mobile Phone:

Injuries:

Property:

Quantity: 1 Type: **STOLEN/ETC.** Description: **COMPUTER HARDWARE/SOFTWARE**

Year: Make / Brand: VIDEO MICROPHONE Model:

Color: BLACK | VIN / Serial#: | Loss Value: $1,693.00
Recovered Date: | Recovered Value: $0.00 | Stored At:
Owner#: | NIC#:
Recovered From: | Recovered Local: No | Tag/Control:
Owner: SANCHEZ, BLANCA | Release Date: | Released To:

Involved:

Code: OTHER
Name: **SANCHEZ, RAY**
Race: W | Sex: M
DOB: | Age:
DL#: | DL State:
Address: 1902 JOE STEPHENS
WESLACO, TX 78596
Home Phone: | Work Phone:
Mobile Phone:
Employer: | Occupation:

Involved:

Code: OTHER
Name: **SANCHEZ, BLANCA**
Race: W | Sex: F
DOB: 8/22/1967 | Age: 44
DL#: | DL State:
Address: 110 MICHIGAN
MERCEDES, TX 78570
Home Phone: (956)373-0172 | Work Phone:
Mobile Phone:
Employer: | Occupation:

Narrative:

On 02/16/2012,at about 16:38hrs, I was dispatched to the front lobby of the Mercedes police department, In reference to a Hidalgo County Constable requesting to speak to an officer, In reference to a possible burglary of vehicle a Constable patrol unit.

PTLM F MURAD #0600

MERCEDES POLICE DEPARTMENT
True and certified copy
01/16/14
Date
Clerk

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Dago Rios
Requested By: Martha Salazar
Date: 2/5/2014

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciatio	Current Depreciation	Current Value
44614	INSPIRON 600M INTEL PENT M735 LAPTOP	$1,693.35	12/13/2005	2005	2014	6	9	$169.34	$1,524.02	$254.00	$1,524.02	$0.00
		$1,693.35						**$169.34**	**$1,524.02**		**$1,524.02**	**$0.00**

Historical Cost - Residual Value = **$1,524.02**

AI-43005 **Purchasing Department 9. M.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. AC Cuellar, Comm/Pct 1 Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of Invoice #20131777-$9,600.00-Work Authorization #3 as submitted by TEDSI Infrastructure Group for Professional Engineering services from: 11-01-13 to 12-31-13 through Contract#C-08-226-09-30 & PO#695933.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1315-431-00-121-040-0-731

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

BUDGETARY IMPACT:

Pending carry over. PO 695933 has $28,450 available balance.

Attachments

Invoice Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 06:40 PM
Budget & Management	Debbie Tamez	02/13/2014 09:10 AM
Auditor's Office	Debbie Tamez	02/13/2014 11:26 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Vangie Garcia Started On: 02/04/2014 04:11 PM

Final Approval Date: 02/14/2014

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1640
1201 East Expressway 83 ♦ Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

January 08, 2014
Project No: 2008-1020-03
Invoice No: 20131777

REQ# 238816 P.O.# 695933
3-1315-431-00-121-040-0-731→$7,008.00
TXDOT-MILE 2 WEST(MILE12-US83)-ROADS

REQ# 238816 P.O.# 695933
3-1315-431-00-121-040-0-731→$2,592.00
TXDOT-MILE 2 WEST(MILE12-US83)-AID GOVT

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

Project 2008-1020-03 Mile 2 West CS Work

1/22/14

Authorization No. 3
Mile 2 West from US 83 to Mile 12 North
Contract No. C-08-226-09-30

Professional Services from November 01, 2013 to December 31, 2013

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Row of Way Staking	25,000.00	63.00	15,750.00	15,750.00	0.00
Utility Potholing Survey	22,000.00	100.00	22,000.00	22,000.00	0.00
Survey Management	7,100.00	100.00	7,100.00	7,100.00	0.00
Construction Observation	33,600.00	71.43	24,000.00	14,400.00	9,600.00
Total Fee	87,700.00		68,850.00	59,250.00	9,500.00
		Total Fee			**9,600.00**

Billing Summary	Current	Prior	To-Date
Total Billings	9,600.00	59,250.00	68,850.00
Total Fee			87,700.00
Remaining Fee			18,850.00

INVOICE RECEIVED BY Marlene Jack on 1/22/14
GOODS/SERVICES RECEIVED BY: _____ on 11/1/13-12/31/13

Total this Invoice **$9,600.00**

Outstanding Invoices

Number	Date	Balance	
20131668	11/21/2013	28,900.00	pd. 1-14-14 ck# 4-15317
20131695	11/21/2013	25,550.00	pd 1-14-14 ck# 4-15317
20131724	11/21/2013	4,800.00	pd 1-14-14 ck# 4-15317
Total		**59,250.00**	

Total Now Due **$68,850.00**

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: _____ Date: 1-17-14
Craig F. Stong, P.E.
Project Manager

AI-43014 **Purchasing Department 9. N.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Hon. AC Cuellar, Comm/Pct 1 Submitted By: Marcie Jackson, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval of payment for Invoice No. 14003-$17,909.67 (Pct 3, 3rd Call/Palm Lake Estates, Verda Tropical & Dude Hill Subdivisions) (C-CAP-08-030A-10-28) and Invoice No. 14004-$8,820.58 (Pct 3, 3rd Call/Ramirez I, II, & III, Randolph Barnett & Regal Estates Subdivisions) (C-CAP-12-128-05-22) as submitted by project engineer Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-536-0-334

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

BUDGETARY IMPACT:

P.O.#613347

(REVISED ORIGINAL WILL BE SUBMITTED TO AUDITOR'S FOR PAYMENT PROCESS)

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-780-1-334

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

BUDGETARY IMPACT:

P.O.#613347

(REVISED ORIGINAL WILL BE SUBMITTED TO AUDITOR'S FOR PAYMENT PROCESS)

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-141-0-334

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

BUDGETARY IMPACT:

P.O.#613347

(REVISED ORIGINAL WILL BE SUBMITTED TO AUDITOR'S FOR PAYMENT PROCESS)

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-234-0-334

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

BUDGETARY IMPACT:

P.O.#613347

(REVISED ORIGINAL WILL BE SUBMITTED TO AUDITOR'S FOR PAYMENT PROCESS)

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-587-0-334

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

BUDGETARY IMPACT:
P.O.#677067

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-588-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#677067

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-589-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#677067

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-600-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#677067

FISCAL YEAR: 3 ACCT. #: 3-1312-431-00-123-606-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
P.O.#677067

Attachments

Invoice No.14003 Javier Hinojosa Engineering
Invoice No.14004 Javier Hinojosa

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	02/05/2014 10:59 AM
Purchasing Department	Marty Salazar	02/12/2014 06:42 PM
Budget & Management	Debbie Tamez	02/13/2014 09:08 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 03:30 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Marcie Jackson Started On: 02/05/2014 08:25 AM

Final Approval Date: 02/14/2014

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 14003

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: January 6, 2014 Project Name: Border Colonia Access Program **Round III Colonias**

Description

P.O. #613347

Request For Payment No. 8 - Round III Colonias

Engineering services rendered towards completion of the Preliminary Design Phase, Final Design Phase and Construction Phase for the Round III Colonias related to the Border Colonia Access Program:

See Attached Schedule

REQ# 144027 P.O.# 613347
3-1312-431-00-123-536-0-334→$6,336.44
PALM LAKE ESTATES #1-ENG & ARCH SRV

REQ# 144027 P.O.# 613347
3-1312-431-00-123-141-0-334→$9,511.20
VERDA TROPICAL-ENG & ARCH SRV

REQ# 144027 P.O.# 613347
3-1312-431-00-123-780-1-334→$512.33
VERDA TROPICAL-ENG & ARCH SRV

REQ# 144027 P.O.# 613347
3-1312-431-00-123-234-0-334→$1,549.70
DUDE HILL #1-ENG & ARCH SRV

2/4/14 RECEIVED

INVOICE RECEIVED BY
on 2/4/14
GOODS/SERVICES RECEIVED BY:
on 2/4/14

Contract Amount:	**$311,597.20**
Amount To Date	**$292,682.110**
Amount Paid To Date	**$274,772.43**
Amount Due This Invoice:	**$17,909.687**

Office Use Only

We Appreciate Your Business.

Javier Hinojosa Engineering
Border Colonia Access Program - Round III
P.O. No. 613347
Payment Request No.8

Invoice No. 14003
Work Authorization Number 1
Schedule of Values

January 6, 2014

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph.(%)	Preliminary Engineering & Design Phase II 40%	Final Design Ph.(%)	Final Engineering & Design Phase II 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payments	Current Amount Earned	Percentage Completed	Engineering Fee Available Balance
3C1080055	Ariel Hinojosa Subdivision	$ 12,882.10	100%	$ 5,152.84	100%	$ 5,152.84	100%	$ 2,576.42	$ 12,882.10	$ 12,882.10	$ -	100.00%	$ -
3C1080079	Basham #14 Subdivision	$ 21,845.48	100%	$ 8,738.19	100%	$ 8,738.19	100%	$ 4,369.10	$ 21,845.48	$ 21,845.48	$ -	100.00%	$ -
3C1080082	Basham #18 Subdivision	$ 14,773.31	100%	$ 5,909.33	100%	$ 5,909.32	100%	$ 2,954.66	$ 14,773.32	$ 14,773.31	$ -	100.00%	$ -
3C1080234	**Dude Hill #1 Subdivision**	**$ 7,748.48**	100%	**$ 3,099.39**	100%	**$ 3,099.39**	**100%**	**$ 1,549.70**	**$ 7,748.48**	**$ 6,198.78**	**$ 1,549.70**	**100.00%**	**$ -**
3C1080324	Hilda Subdivision #2	$ 16,083.32	100%	$ 6,433.33	100%	$ 6,433.33	100%	$ 3,216.66	$ 16,083.32	$ 16,083.32	$ -	100.00%	$ -
3C1080397	La Suena Subdivision	$ 31,595.12	100%	$ 12,638.05	100%	$ 12,638.05	100%	$ 6,319.02	$ 31,595.12	$ 31,595.12	$ -	100.00%	$ -
3C1080536	**Palm Lake Estates #1 Subdivision**	**$ 79,205.50**	**100%**	**$ 31,682.20**	**100%**	**$ 31,682.20**	**0%**	**$ -**	**$ 63,364.40**	**$ 57,027.96**	**$ 6,336.44**	**80.00%**	**$ 15,841.10**
3C1080470	Monica Acres Subdivision	$ 9,603.80	100%	$ 3,841.52	100%	$ 3,841.52	100%	$ 1,920.76	$ 9,603.80	$ 9,603.80	$ -	100.00%	$ -
3C1080780	**Vereda Tropical Subdivision**	**$ 12,808.35**	**100%**	**$ 5,123.34**	**90%**	**$ 4,611.01**	**0%**	**$ -**	**$ 9,734.35**	**$ 9,222.02**	**$ 512.34**	**76.00%**	**$ 3,074.00**
3C1080421	Loma Linda Heights Subdivision	$ 57,495.76	100%	$ 22,998.30	100%	$ 22,998.31	100%	$ 11,499.15	$ 57,495.77	$ 57,495.76	$ -	100.00%	$ -
3C1080141	**Casa De Los Vecinos Subdivision**	**$ 47,555.98**	100%	**$ 19,022.39**	100%	**$ 19,022.39**	**100%**	**$ 9,511.20**	**$ 47,555.98**	**$ 38,044.78**	**$ 9,511.20**	**100.00%**	**$ -**
		$ 311,597.20		$ 124,638.88		$ 124,126.55		$ 43,916.66	$ 292,682.11	$ 274,772.43	$ 17,909.68		$ 18,915.10

43,916.67 292,682.10 17,909.67

Project Engineer

Name (print) Javier Hinojosa, P.E.

Signature

Date January 6, 2014

Colonia Access Program Director

Date

Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, TX 78504
956/668-1588 Fax: 956/994-8102

Invoice No. 14004

INVOICE

Customer	
Name: Hidalgo County Precinct No. 3 Address: 724 N. Breyfogle City: Mission State: Texas Zip: 78572 Attention: Commissioner Joe M. Flores	Date: January 6, 2014 Project Name: Border Colonia Access Program **Round III Colonias** C-CAP-12-128-05-22

Description

P.O. #677067

Request For Payment No. 3- Round III Colonias

REQ# 217586 P.O.# 677067
3-1312-431-00-123-587-0-334→$1,727.20
RAMIREZ -ENG & ARCH SRV

Engineering services rendered for completion of the Preliminary Design Phase and completion of Final Design phase and completion of the Construction Phase for the Round III Colonias related to the Border Colonia Access Program:

See Attached Schedule

REQ# 217586 P.O.# 677067
3-1312-431-00-123-588-0-334→$2,083.60
RAMIREZ II -ENG & ARCH SRV

REQ# 217586 P.O.# 677067
3-1312-431-00-123-600-0-334→$1,015.10
RANDOLPH BARNETT #1 -ENG & ARCH SRV

REQ# 217586 P.O.# 677067
3-1312-431-00-123-589-0-334→$2,171.31
RAMIREZ III -ENG & ARCH SRV

REQ# 217586 P.O.# 677067
3-1312-431-00-123-606-0-334→$1,823.37
REGAL ESTATES -ENG & ARCH SRV

2/4/14 RECEIVED

INVOICE RECEIVED BY
on 2/4/14
GOODS/SERVICES RECEIVED BY:
on 2/4/14

Contract Amount:	**$76,752.71**
Amount To Date	**$55,456.82**
Amount Paid To Date	**$46,636.24**
Amount Due This Invoice:	**$8,820.58**

Office Use Only

last invt 12100

We Appreciate Your Business.

Javier Hinojosa Engineering
Border Colonia Access Program - Round III
Contract No.: C-CAP-12-128-05-22 (WA#1)
P.O. No. 677067
Payment Request No.3

Invoice No. 14004
Work Authorization No.1
Schedule of Values
January 6, 2014

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Engineering & Design Phase II 40%	Final Engineering & Design Phase II 40%	Final Construction Phase 20%	Construction Phase %	Construction Phase 20%	Total This Invoice	Previous Payments	Current Amount Earned	Percentage Completed	Engineering Fee Available Balance
3C1080348	Jardin Terrace Subdivision	$ 18,457.42							$ -	$ -	$ -		$ 18,457.42
3C1080587	Ramirez Subdivision	$ 8,636.00	100%	$ 3,454.40	100%	$ 3,454.40	100%	$ 1,727.20	$ 8,636.00	$ 6,908.80	$ 1,727.20	100%	$ -
3C1080588	Ramirez II Subdivision	$ 10,418.00	100%	$ 4,167.20	100%	$ 4,167.20	100%	$ 2,083.60	$ 10,418.00	$ 8,334.40	$ 2,083.60	100%	$ -
3C1080589	Ramirez III Subdivision	$ 10,856.59	100%	$ 4,342.64	100%	$ 4,342.64	100%	$ 2,171.31	$ 10,856.59	$ 8,685.28	$ 2,171.31	100%	$ -
3C1080600	Randolph Barnett No.1 Subd.	$ 10,151.02	100%	$ 4,060.41	100%	$ 4,060.41	50%	$ 1,015.10	$ 9,135.92	$ 8,120.82	$ 1,015.10	90%	$ 1,015.10
3C1080606	Regal Estates Subdivision	$ 18,233.68	100%	$ 7,293.47	100%	$ 7,293.47	50%	$ 1,823.37	$ 16,410.31	$ 14,586.94	$ 1,823.37	90%	$ 1,823.37
		$ 76,752.71		$ 23,318.12		$ 23,318.12		$ 8,820.58	$ 65,456.82	$ 46,636.24	**$ 8,820.58**		$ 21,295.89

Project Engineer

Name (print) Javier Hinojosa, P.E.

Signature _____

Date 2/7/14

Coloniag Access Program Director _____

Date _____

AI-42991 **Purchasing Department 9. O.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Martha L. Salazar Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a clarification to reflect the corrected contract page with appropriate assigned contract number as C-13-250-01-14 for "Road and Drainage Construction - Rancho Blanco Road" project (CC action of 01-14-14 thru AI #42514).

BACKGROUND

Contract number was incorrect.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

Clarification action. Funding in place, pending roll over.

Attachments

Minutes & AI 1-14-2014

Corrected Contract Page

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 05:30 PM
Budget & Management	Debbie Tamez	02/13/2014 09:34 AM
Obdett Calzada	Obdett Calzada	02/13/2014 10:33 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Yolanda Velasquez Started On: 02/04/2014 11:06 AM

Final Approval Date: 02/14/2014

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 14, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present for the exception of Commissioner Joe Flores.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 10.E to be pulled for discussion.

5. Open Forum

Joseph Cyrus spoke of his concern over the lack of training to be honest and stated he has witnessed corruption within the county.

Virginia Townsend stated that county employees should not be electioneering while on the job.

Opal Billman feels the judge of the 275th District Court stole their property and stated the county and state should be responsible to ensure the courts function within the realm of the law.

Judge Garcia requested a moment of silence for a man whom he described as a pilar of the community, Mr. Ciro Trevino.

6. County Judge's Office:

12. **Purchasing Department - Marty Salazar:**

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Pct. 2**

1. **AI-42433** Acceptance of the sole bid received and approval of contract for the request for bids for "Loading and Hauling of Dirt" for Hidalgo County Precinct #2. (Bid No.: 2013-269-10-30-CGA)

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval of contract with Roy's Hauling.

Vote: 4 - 0 - Unanimously

2. **AI-42514** Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

APPROVED

A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of $297,936.13;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.

On motion by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. **WIC**

APPROVED

AI-42514 **Purchasing Department** **12. A. 2.**

CC REGULAR

Meeting Date: 01/14/2014

Submitted By: Yolanda Velasquez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance, and approval of the following for C-13-250-01-14 - "Road & Drainage Construction - Rancho Blanco Road" between Hidalgo County and R.D.H. Site & Concrete Company as submitted through project engineer R. Gutierrez Engineering Corp.:

A. Final construction contract (CC previously approved to award on 10/22/2013) in the amount of $297,936.13;

B. Pursuant to TXLGC262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...' The original contract price may not be decreased by 18% or more without the consent of the contractor.

BACKGROUND

AI-41114 (10/22/2013) was approved to award R. Gutierrez Engineering Corporation for RFB 2013-250-09-04-YZV - "Road & Drainage Construction for Rancho Blanco Road".

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-086-0-731

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

BUDGETARY IMPACT:

2013 available balance: $300,458.50

Attachments

Email

Legal Approval

262.031

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/09/2014 09:04 AM
Budget & Management	Debbie Tamez	01/09/2014 09:12 AM
Glinda Pacheco	Obdett Calzada	01/10/2014 08:43 AM
Auditor's Office	Monica Badillo	01/10/2014 05:02 PM

Form Started By: Yolanda Velasquez Started On: 01/07/2014 11:07 AM

Final Approval Date: 01/10/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-13-250-01-14

This Agreement, entered into this **22nd** day of **October, 2013** by and between Hidalgo County (hereinafter called the "OWNER," and RDH Site and Concrete**,** (a Sole Proprietorship), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

HIDALGO COUNTY PRECINCT #2 – ROAD & DRAINAGE CONSTRUCTION FOR RANCHO BLANCO RD

Hereinafter called the project, for the sum of **Two Hundred Ninety-Seven Thousand Nine Hundred Thirty-Six Dollars and Eleven Cents ($297,936.11)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. Gutierrez Engineering Corporation**, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **75** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

AI-42971 **Purchasing Department 9. P.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted For: Marty Salazar Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Request for Payment Applications No. 1-$86,647.50 & Payment Application #2-$56,588.75, as submitted by Herrera and Hunt, Inc, awarded contractor for the "Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment" and as certified for payment by project engineer, Halff Associates, Inc.-Contract #C-13-258-10-15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-421-00-280-083-0-431

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

BUDGETARY IMPACT:

PO# 700777

Attachments

Herrera and Hunt Pay Appl 1

Herrera and Hunt Pay Appl 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/12/2014 06:35 PM
Budget & Management	Debbie Tamez	02/13/2014 09:06 AM
Glinda Pacheco	Glinda Pacheco	02/13/2014 01:20 PM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Moises Salazar Started On: 02/03/2014 10:24 AM

Final Approval Date: 02/14/2014

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

REQUEST FOR PAYMENT #1 **2/5/2014**

TO OWNER: Hidalgo County

ADDRESS: 2802 S. Hwy 281, Edinburg, Tx **PO #: 700777**

PROJECT NAME: Hidalgo County Sheriff 911 Renovations

PROJECT ADDRESS: 711 E. Cibolo St., Edinburg, TX

ORIGINAL CONTRACT AMOUNT:		$	259,498.00
ADJUSTMENTS +/-:			
	+/-	$	
ADJUSTED CONTRACT AMOUNT TO DATE		$	259,498.00
TOTAL COMPLETED T0 DATE:		$	91,207.90
MATERIALS ON HAND:	+	$	
TOTAL CONTRACT EARNED:		$	91,207.90
LESS RETAINAGE	-	$	4,560.40
AMOUNT FOR DISBURSEMENT		$	86,647.50
LESS PREVIOUS PAYMENT(S)	-		0.00
TOTAL AMOUNT DUE THIS REQUEST			86,647.50

PREPARED BY HERRERA & HUNT, INC. Dilla D Herrera

APPROVED BY ENGINEER: Thomas E Olam

APPROVED BY OWNER:

P.O. #: 700777
Invoice Received By: L Lopez on: 2/10/14
Good/Services Received By:
on:

3-1100-421-0-280-083-0-431

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

February 5, 2014

Contractor's Schedule Of Values

Client: Hidalgo County
Project Name: Sheriff 911 Modifications
Project Scope: Modifications for Motorolla and 911 Equipment
Project Architect: Halff Associates / Tom Dearmin

Application No.: 1
Period To: 12/31/2013
Project No.: C-13-258-10-15

					Work Complete			Total			
		% of cost	Scheduled Value	Days Est	Previous Request	This Period	Materials Stored at Site	Completed & Site Stored	%	Balance To Finish	Retainage
1	Bonds & Insurance	4.0%	$10,500.00	73	$0.00	$10,500.00	$0.00	$10,500.00	100%	$0.00	$525.00
2	Owner's Allowance	7.7%	$20,000.00	73	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	$0.00
3	General Conditions	6.0%	$15,498.00	73	$0.00	$8,523.90	$0.00	$8,523.90	55%	$6,974.10	$426.20
4	General Contractor's Fee	15.4%	$40,000.00	73	$0.00	$18,000.00	$0.00	$18,000.00	45%	$22,000.00	$900.00
5	Permits	0.6%	$1,500.00	73	$0.00	$1,500.00	$0.00	$1,500.00	100%	$0.00	$75.00
6	Concrete Demolotion	0.6%	$1,500.00	6	$0.00	$1,500.00	$0.00	$1,500.00	100%	$0.00	$75.00
7	Concrete Walks	0.4%	$1,000.00	5	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
8	Gypsum Board Walls	3.1%	$8,000.00	15	$0.00	$8,000.00	$0.00	$8,000.00	100%	$0.00	$400.00
9	Gupsum Board Pipe Chase	3.6%	$9,400.00	15	$0.00	$7,426.00	$0.00	$7,426.00	79%	$1,974.00	$371.30
10	Tape/Float/Paint	2.1%	$5,400.00	10	$0.00	$4,050.00	$0.00	$4,050.00	75%	$1,350.00	$202.50
11	Suspended Ceiling Demo	1.2%	$3,000.00	2	$0.00	$3,000.00	$0.00	$3,000.00	100%	$0.00	$150.00
12	Suspended Ceiling	2.6%	$6,700.00	5	$0.00	$0.00	$0.00	$0.00	0%	$6,700.00	$0.00
13	Roof Curbs	1.0%	$2,500.00	5	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
14	Fire Suppression	7.1%	$18,500.00	15	$0.00	$10,658.00	$0.00	$10,658.00	58%	$7,842.00	$532.90
15	HVAC System Materials	7.7%	$20,000.00	30	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	$0.00
16	HVAC Work	3.9%	$10,000.00	10	$0.00	$0.00	$0.00	$0.00	0%	$10,000.00	$0.00
17	Electrical Work	18.3%	$47,500.00	72	$0.00	$18,050.00	$0.00	$18,050.00	38%	$29,450.00	$902.50
18	Electrical Materials	11.6%	$30,000.00	72	$0.00	$0.00	$0.00	$0.00	0%	$30,000.00	$0.00
19	Plumbing	1.3%	$3,500.00	6	$0.00	$0.00	$0.00	$0.00	0%	$3,500.00	$0.00
20	Digital Alarm System	1.9%	$5,000.00	21	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	$0.00
	Total	100%	$259,498.00		$0.00	$91,207.90	$0.00	$91,207.90	35%	$168,290.10	$4,560.40

Gilbert Herrera 2/5/14
Gilbert Herrera Date

Date

HALFF

NOTICE TO PROCEED

November 12, 2013

Herrera and Hunt, Inc.
P. O. Box 49
Alamo, TX 78516

Contract: Contract No. C-13-258-10-15
Project: County of Hidalgo Sheriff's Office "Facility Modifications to Incorporate Motorola and 911 Equipment".

You are notified that the Contract Times under the above contract will commence to run on Wednesday, November 13, 2013. By that date, you are to start performing your obligations under the Contract Documents.
In accordance with the Proposal of the Agreement the date of Substantial Completion is Thursday, February 21st, 2014.
Before you may start any Work at the Site, you must have delivered to the Owner the certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
Also, before you may start any Work at the Site, you must possess a fully executed contract.

CONTRACT TIME

A. Project will be substantially complete as follows:
Complete the Work in One Hundred 100 calendar days from Notice to Proceed.

B. Liquidated Damages:
County of Hidalgo has the right under contract to assess liquidated damages for each calendar day beyond the date for substantial completion set out in the contract in which the Work fails to be substantially complete due to unexcused delay. In the event the Contractor fails to achieve Substantial Completion of the work within the time indicated in the Bid Form, or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day for each day that the work is not substantially complete - the date on the Certificate of Substantial Completion.

C. In the event the Contractor fails to achieve Final Completion of the Work within thirty (30) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened

by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day that passes within the first seven days past the scheduled Final Completion date in which the Work is not completed; $1,000.00 per day for each day that passes within the second seven days past the scheduled Final Completion date in which the Work is not completed; and $1,500.00 per day for each day that passes within the third seven days past the scheduled Final Completion date in which the Work is not completed, until the NOTICE TO PROCEED work is finally completed.

D. Back Charges: County of Hidalgo has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to County of Hidalgo operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.

On behalf of: Hidalgo County (OWNER)
By: Thomas E. Dearmin, PE

Halff Associates, Inc.
Electrical Department Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: **Herrera and Hunt, Inc.**

Signature:

Name and Title: Gilbert Herrera, President

Purchase Order
COUNTY OF HIDALGO

PO# 700777

DATE: 11/08/13

PO TYPE:

VENDOR: 347868 REQ: 00246808

PHONE: (956)459-1696

Fax: (956)233-5836 EMAIL:

HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-258-10-15		
		APPROVED THRU C.C. ON 11/05/2013		
		AI41452		
1.00	LOT	CC HIDALGO COUNTY SHERIFF'S OFFICE- MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT	259,498.00	259,498.00
		TOTAL:		259,498.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		3-1100-421-00-280-083-0-431	194,623.50	
		3-1228-421-00-280-083-0-431	64,874.50	

Authorized by: Martha L Salazar

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

REQUEST FOR PAYMENT #2 **2/6/2014**

TO OWNER: Hidalgo County

ADDRESS: 2802 S. Hwy 281, Edinburg, Tx **PO #: 700777**

PROJECT NAME: Hidalgo County Sheriff 911 Renovations

PROJECT ADDRESS: 711 E. Cibolo St., Edinburg, TX

ORIGINAL CONTRACT AMOUNT:		$	259,498.00
ADJUSTMENTS +/-:			
	+/-	$	
ADJUSTED CONTRACT AMOUNT TO DATE		$	259,498.00
TOTAL COMPLETED T0 DATE:		$	150,775.00
MATERIALS ON HAND:	+	$	
TOTAL CONTRACT EARNED:		$	150,775.00
LESS RETAINAGE	-	$	7,538.75
AMOUNT FOR DISBURSEMENT		$	143,236.25
LESS PREVIOUS PAYMENT(S)	-		86,647.50
TOTAL AMOUNT DUE THIS REQUEST			56,588.75

PREPARED BY HERRERA & HUNT, INC. Dilbert Herrera

APPROVED BY ENGINEER: Thomas E Quinn

APPROVED BY OWNER: _____

P.O. #: 700777
Invoice Received By: Zapia on: 2/10/14
Good/Services Received By:
on:

4-1100-421-00-280-083-04

Lupe Trevino

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

February 6, 2014

Contractor's Schedule Of Values

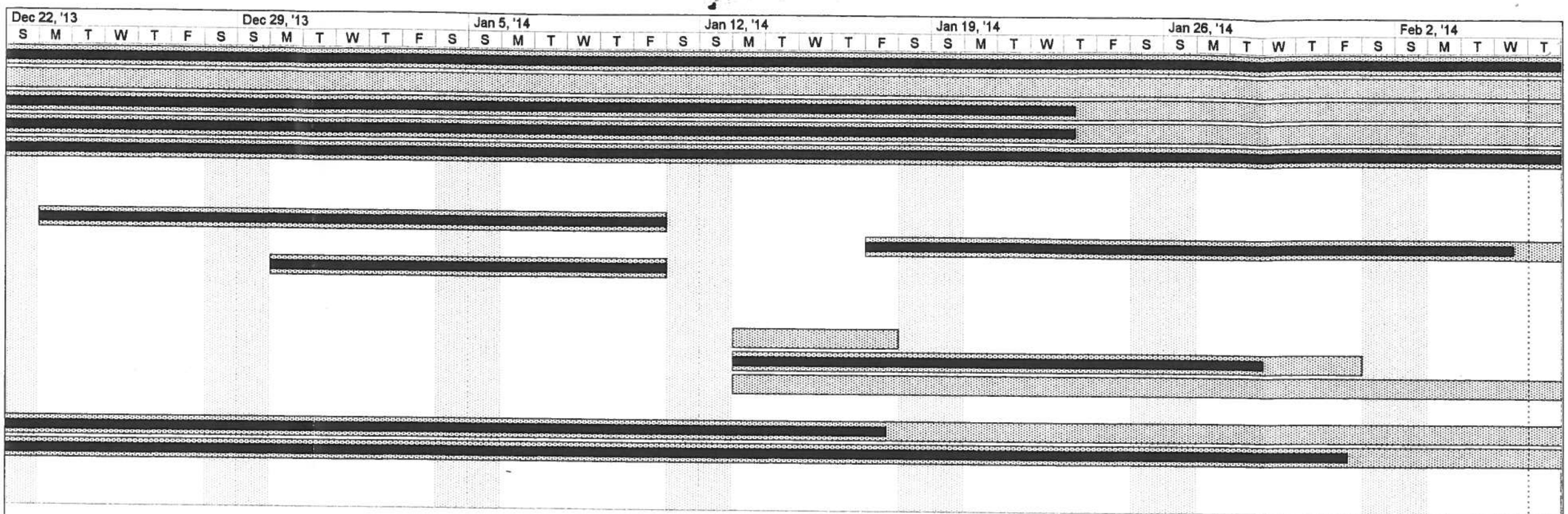
Client: Hidalgo County
Project Name: Sheriff 911 Modifications
Project Scope: Modifications for Motorolla and 911 Equipment
Project Architect: Halff Associates / Tom Dearmin

Application No.: 2
Period To: 2/6/2014
Project No.: C-13-258-10-15

					Work Complete			Total			
		% of cost	Scheduled Value	Days Est	Previous Request	This Period	Materials Stored at Site	Completed & Site Stored	%	Balance To Finish	Retainage
1	Bonds & Insurance	4.0%	$10,500.00	73	$10,500.00	$0.00	$0.00	$10,500.00	100%	$0.00	$525.00
2	Owner's Allowance	7.7%	$20,000.00	73	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	$0.00
3	General Conditions	6.0%	$15,498.00	73	$8,523.90	$2,546.10	$0.00	$11,070.00	71%	$4,428.00	$553.50
4	General Contractor's Fee	15.4%	$40,000.00	73	$18,000.00	$10,571.00	$0.00	$28,571.00	71%	$11,429.00	$1,428.55
5	Permits	0.6%	$1,500.00	73	$1,500.00	$0.00	$0.00	$1,500.00	100%	$0.00	$75.00
6	Concrete Demolotion	0.6%	$1,500.00	6	$1,500.00	$0.00	$0.00	$1,500.00	100%	$0.00	$75.00
7	Concrete Walks	0.4%	$1,000.00	5	$0.00	$0.00	$0.00	$0.00	0%	$1,000.00	$0.00
8	Gypsum Board Walls	3.1%	$8,000.00	15	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	$400.00
9	Gupsum Board Pipe Chase	3.6%	$9,400.00	15	$7,426.00	$0.00	$0.00	$7,426.00	79%	$1,974.00	$371.30
10	Tape/Float/Paint	2.1%	$5,400.00	10	$4,050.00	$1,350.00	$0.00	$5,400.00	100%	$0.00	$270.00
11	Suspended Ceiling Demo	1.2%	$3,000.00	2	$3,000.00	$0.00	$0.00	$3,000.00	100%	$0.00	$150.00
12	Suspended Ceiling	2.6%	$6,700.00	5	$0.00	$2,700.00	$0.00	$2,700.00	40%	$4,000.00	$135.00
13	Roof Curbs	1.0%	$2,500.00	5	$0.00	$0.00	$0.00	$0.00	0%	$2,500.00	$0.00
14	Fire Suppression	7.1%	$18,500.00	15	$10,658.00	$4,000.00	$0.00	$14,658.00	79%	$3,842.00	$732.90
15	HVAC System Materials	7.7%	$20,000.00	30	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	$0.00
16	HVAC Work	3.9%	$10,000.00	10	$0.00	$3,000.00	$0.00	$3,000.00	30%	$7,000.00	$150.00
17	Electrical Work	18.3%	$47,500.00	72	$18,050.00	$12,000.00	$0.00	$30,050.00	63%	$17,450.00	$1,502.50
18	Electrical Materials	11.6%	$30,000.00	72	$0.00	$23,400.00	$0.00	$23,400.00	78%	$6,600.00	$1,170.00
19	Plumbing	1.3%	$3,500.00	6	$0.00	$0.00	$0.00	$0.00	0%	$3,500.00	$0.00
20	Digital Alarm System	1.9%	$5,000.00	21	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	$0.00
	Total	100%	$259,498.00		$91,207.90	$59,567.10	$0.00	$150,775.00	58%	$108,723.00	$7,538.75

Gilbert Herrera 2/6/14
Gilbert Herrera Date

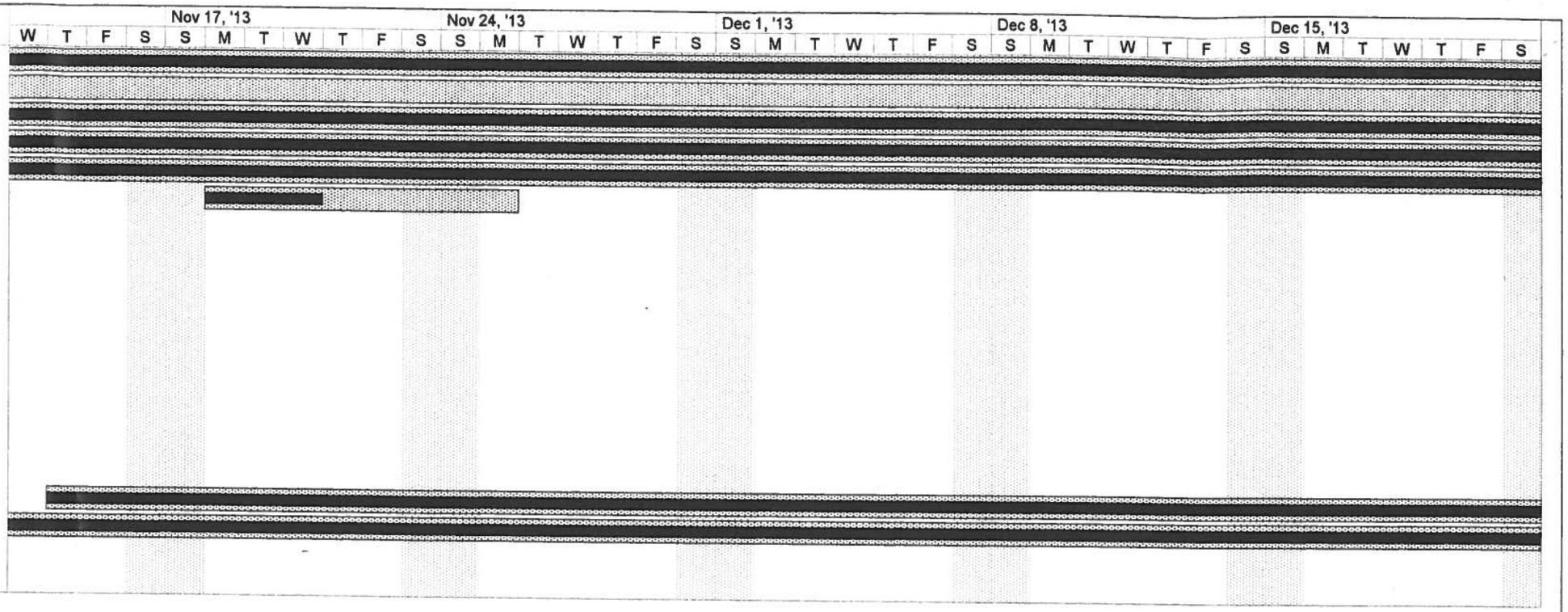
Date



Project: Project1 sheriffs 911#2
Date: Thu 2/6/14

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ID	Task Name
1	Bonds and Insurances
2	Owners Allowance
3	General Conditions
4	General Contractors Fee
5	Permits
6	Concrete Demolition
7	Concrete walks
8	Gypsum Board Walls
9	Gypsum Board Pipe chase
10	Tape/Bed/Painting
11	Suspended Clg demo
12	Suspended Ceiling
13	Roof Curbs
14	Fire Supression
15	HVAC System Materials
16	HVAC Work
17	Elecrical Work
18	Electrical Materials
19	Plumbing
20	Digital alarm system



Project: Project1 sheriffs 911#2
Date: Thu 2/6/14

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

HALFF

NOTICE TO PROCEED

November 12, 2013

Herrera and Hunt, Inc.
P. O. Box 49
Alamo, TX 78516

Contract: Contract No. C-13-258-10-15
Project: County of Hidalgo Sheriff's Office "Facility Modifications to Incorporate Motorola and 911 Equipment".

You are notified that the Contract Times under the above contract will commence to run on Wednesday, November 13, 2013. By that date, you are to start performing your obligations under the Contract Documents.
In accordance with the Proposal of the Agreement the date of Substantial Completion is Thursday, February 21st, 2014.
Before you may start any Work at the Site, you must have delivered to the Owner the certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
Also, before you may start any Work at the Site, you must possess a fully executed contract.

CONTRACT TIME

A. Project will be substantially complete as follows:
Complete the Work in One Hundred 100 calendar days from Notice to Proceed.

B. Liquidated Damages:
County of Hidalgo has the right under contract to assess liquidated damages for each calendar day beyond the date for substantial completion set out in the contract in which the Work fails to be substantially complete due to unexcused delay. In the event the Contractor fails to achieve Substantial Completion of the work within the time indicated in the Bid Form, or as mutually agreed upon, or as such date may be extended or shortened by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day for each day that the work is not substantially complete - the date on the Certificate of Substantial Completion.

C. In the event the Contractor fails to achieve Final Completion of the Work within thirty (30) days of Substantial Completion or as mutually agreed upon, or as such date may be extended or shortened

by approved Change Order, the Owner shall be entitled to liquidated damages in the amount of $500.00 per day that passes within the first seven days past the scheduled Final Completion date in which the Work is not completed; $1,000.00 per day for each day that passes within the second seven days past the scheduled Final Completion date in which the Work is not completed; and $1,500.00 per day for each day that passes within the third seven days past the scheduled Final Completion date in which the Work is not completed, until the NOTICE TO PROCEED work is finally completed.

D. Back Charges: County of Hidalgo has the right under contract to back charge amounts that are spent to complete a portion of the work not completed by the contractor based on schedule and repairs of damage caused by work associated with the construction that requires quick response due to County of Hidalgo operations and contractor has failed to respond. This will be deducted from contractor's contract amount and written as a change order to the contract.

On behalf of: Hidalgo County (OWNER)
By: Thomas E. Dearmin, PE
Halff Associates, Inc.
Electrical Department Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is HEREBY ACKNOWLEDGED BY:

Contractor: **Herrera and Hunt, Inc.**

Signature:

Name and Title: Gilbert Herrera, President

Purchase Order
COUNTY OF HIDALGO

PO# 700777

DATE: 11/08/13

PO TYPE:

VENDOR: 347868 REQ: 00246808

PHONE: (956)459-1696

Fax: (956)233-5836 EMAIL:

HERRERA & HUNT, INC
P.O. BOX 49
ALAMO TX 78516

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

SPECIAL INSTRUCTIONS:

VENDOR NOTES

1. Do not add to, or alter this Purchase Order. This Order is not renewable.
2. TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3. This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4. Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Out number must appear on all invoices, bills of lading, and packages.
5. Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-13-258-10-15		
		APPROVED THRU C.C. ON 11/05/2013		
		AI41452		
1.00	LOT	CC HIDALGO COUNTY SHERIFF'S OFFICE- MODIFICATIONS TO INCORPORATE MOTOROLA AND 911 EQUIPMENT	259,498.00	259,498.00
		TOTAL:		259,498.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		3-1100-421-00-280-083-0-431	194,623.50	
		3-1228-421-00-280-083-0-431	64,874.50	

Authorized by: Martha L Salazar 11/8/13

AI-43028 **Purchasing Department 9. Q.**

CC CONSENT

Meeting Date: 02/18/2014

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Add/delete fuel card users/drivers

1. Fire Marshal - add drivers

BACKGROUND

Attachments

Fire Marshal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	02/10/2014 01:45 PM
Budget & Management	Debbie Tamez	02/12/2014 09:10 AM
Auditor's Office	Monica Badillo	02/14/2014 04:11 PM

Form Started By: Nielda Cavazos Started On: 02/05/2014 02:42 PM

Final Approval Date: 02/14/2014

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: Fire Marshal's Office
Billing Address: 1124 N. M Road, Edinburg, TX. 78542
Fuel Card Manager: Sulema Cavazos
This person can not have use of the fuel card
Phone Number: 318-2656 **County Email:** Sulema.cavazos@co.hidalgo.tx.us
Web user Name: **Password:**
Hidalgo Co Acct Number: 4-1100-422-10-300-001-0-6226
Requested By: Juan Martinez
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**
Victor Ramirez	4/3/91	201103		
J.D. Franz	11/9/88	201073		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required